

South Metro Housing Options Request for Proposals (RFP)
Project-Based Vouchers
Published April 14, 2025

Section I
INTRODUCTION

South Metro Housing Options (SMHO), a provider of affordable housing solutions in Littleton and Arapahoe County, Colorado. Since 1971, SMHO has been dedicated to strengthening our community by offering a variety of housing options responsive to the needs of our residents and the broader community. SMHO is governed by a seven-member Board of Commissioners appointed by the Littleton City Council. It owns and manages over 500 affordable housing units across six communities and also administers over 600 Housing Choice Vouchers. The agency aims to provide access to quality, affordable housing to help create a vibrant and productive community of choice.

South Metro Housing Options (“SMHO”) requests proposals from qualified property owners and/or developers (including non-profits and Community Development Corporations) under the Project-Based Voucher (“PBV”) Program. SMHO’s PBV Program is designed to conform to the Project-Based Voucher Program Final Rule published on October 13, 2005, Federal Regulations at 24 CFR Part 983 as modified by the Housing and Economic Recovery Act of 2008 (Federal Register Notice 73 FR 71037), other applicable Notices from the Department of Housing and Urban Development, the implementing provisions of the Housing Opportunity Through Modernization Act of 2016 (Federal Register Notices 82 FR 2458 and 82 FR 32461).

Any questions regarding the Request for Proposals should be in writing and directed to:
Sarah Buhr, sbuhr@smho.co

The following are the key dates associated with this Request for Proposals:

Monday, April 14, 2025	RFP Published
Wednesday, April 23, 2025 5pm MST	Deadline for Questions
Friday, April 25, 2025, 2pm MST	Deadline for Submissions

Responses should be submitted by email to Sarah Buhr, sbuhr@smho.co
Please submit your entire proposal as a single PDF titled as follows: “[Project Name] – PBV RFP April 2025”.

Section II
SCOPE OF SERVICES

SMHO will consider awarding up to approximately 8 **units** of PBV under this solicitation. SMHO is undertaking this solicitation to expand the available housing choices for low- and

moderate-income families in Littleton, Colorado; to spur development of quality housing in areas where SMHO operates; and to expand the availability of affordable, quality rental housing in a tightening local real estate rental market.

The only assistance available and to be considered through this project is PBV assistance. Any other elements of a proposed project, such as use of SMHO or other publicly or privately owned property, or a need for gap or other financing support beyond the project-based voucher assistance, should be addressed separately from the proposals submitted in response to this RFP. **There is no gap funding or other financing support available through this solicitation.**

Description of PBV Program

Through the PBV program, SMHO will enter into housing assistance payment (“HAP”) contracts with selected property owners/developers for designated rental units for a term of up to twenty years subject to funding availability. Housing assistance subsidies will be provided while eligible families occupy the rental housing units and the units meet other program standards. SMHO’s published subsidy standards (Exhibit 1) will determine the appropriate unit size for the family size and composition.

SMHO is now seeking proposals for PBV assistance for existing, rehabilitated or newly constructed housing units. Except for existing units, the housing units that will be rehabilitated or newly constructed after this RFP’s award must be developed pursuant to a to-be-executed PBV Agreement to Enter into HAP Contract (“AHAP”). The housing units must be located within the City of Littleton, Colorado.

Certain types of housing units and/or developments are not eligible for PBV assistance including:

- Shared housing;
- 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 service, board and care, or intermediate care
- Units that are owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- Transitional housing;
- Owner-occupied housing units;
- Subsidized housing unit types determined ineligible in accordance with HUD regulations.

Additional restrictions and limitations on the use of Project Based Voucher assistance under HUD Income Mixing Requirements:

The number of PBV assisted units in the project cannot exceed the greater of 25 units or 25 percent (25%) of the total number of dwelling units in the project. The only currently available exceptions to this cap are:

1. Units exclusively serving elderly families (head, co-head, spouse or sole members is 62 years of age or older).
2. Units made available specifically for households eligible for supportive services available to all households of the project such as families with a household member with a disability, as well as other populations. This exception is designed for housing with linked supportive services for various special needs populations that have a preference for families requiring the available services. See HUD regulations at 24 CFR 983.56 as amended by notices implementing HOTMA, as referenced above. Please note that Federal Register Notice 82 FR 32461 published July 14, 2017, states that a PHA may not rely solely on participation in or availability of a Family Self-Sufficiency Program for the unit to meet the supportive services exception.
3. Projects in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey 5-year estimates, are subject to an alternate cap of the greater of 25 units or 40 percent of the total number of dwelling units in the project.

Proposers considering “Excepted Units” must:

1. Specifically identify the exception requested, and provide evidence of eligibility for the exception;
2. For exception units for supportive services, specifically identify the service to be provided, the entity providing the service, and provide a detailed description of the service including a description demonstrating service availability to all resident households and any preferences proposed for households requiring those services.

All sites selected for PBV assistance must:

- Be in full compliance with the applicable laws regarding non-discrimination and accessibility requirements, including the Fair Housing Act and Title VI of the Civil Rights Act of 1964;
- Meet Housing Quality Standards (HQS) (HQS is a series of standards for unit condition related to habitability, safety, and decency. HQS standards can be found at 24 CFR Part 982.401)
- Meet the federal Project Based Voucher Program site selection standards contained in federal regulations at 24 CFR 983.57. <https://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol4/pdf/CFR-2011-title24-vol4-sec983-57.pdf>.

Additional requirements and procedures for selected projects:

For Rehabilitation or New Construction Projects

Activities under the PBV program are subject to HUD environmental regulations and review under the National Environmental Policy Act (“NEPA”) by local authorities.

When rehabilitated or newly constructed housing sites are selected for PBV assistance, the owner must agree to develop the contract units to comply with Housing Quality Standards (HQS as defined at 24 CFR Part 982). The owner and the owner's contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal employment opportunity requirements and HUD's implementing regulations.

SMHO will enter into an AHAP with the selected proposer(s) subsequent to selection and confirmation of compliance with program requirements. This agreement is included as an attachment Exhibit 2. Please note that any required environmental reviews as required by NEPA regulations and any subsidy layering reviews, if applicable, must be completed prior to execution of the Agreement to Enter into a Housing Assistance Payment Contract (AHAP), and that construction cannot begin until the AHAP Contract has been executed.

Once units are completed, required documentation of completion has been submitted and approved, any applicable and required certifications have been received, and units have passed the required HQS inspection, SMHO will enter into a HAP contract with the owner for all sites selected and approved for PBV assistance. SMHO will make housing assistance payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible families during the HAP contract term subject to funding availability.

For All Projects

SMHO will complete initial eligibility screenings for all applicants; however, the owner is responsible for screening and selection of the family to occupy the owner's unit. During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the owner may: renew the lease; or refuse to renew the lease for good cause.

The amount of the rent to owner is determined in accordance with HUD regulations. The rent to owner including any applicable tenant utility allowances must not exceed the lowest of:

1. An amount determined by HACP, not to exceed 110 percent of the Metropolitan Statistical Area Fair Market Rent (MSAFMR) for the unit bedroom size including any applicable tenant-paid utility allowance (see Attachment 2);
2. The reasonable rent; or
3. The rent requested by the owner.

Final rent levels will be determined upon HAP execution. Rent levels are subject to SMHO review and approval, including review for rent reasonableness, as required by HUD and defined in the SMHO Housing Choice Voucher Program Administrative Plan. The total rent to the owner for PBV assisted units consists of the tenant rent (the portion of the rent to

owner paid by the family) and the rental assistance paid by SMHO in accordance with the contract with the owner.

SECTION III

APPLICATION REVIEW PANEL & APPLICATION REVIEW PROCESS

SMHO will identify a PBV selection panel to review, evaluate, rank and select the applicants according to the selection criteria in Section V.

All proposals must confirm that they meet the following requirements. Proposals that do not meet the following requirements will be designated non-responsive.

- 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.
- Proposed initial gross rents must not exceed 100% of SMHO's Payment Standard including any applicable allowance for tenant-paid utilities for the size of the unit.
- Property must meet eligibility requirements under §983.53 (Prohibition of assistance for ineligible units), §983.54 (Prohibition of assistance for units in subsidized housing), §983.56 (Cap on number of PBV units in each project), and §983.57 (Site Selection Standards).
- Property will not be constructed or rehabilitated with other assistance under the U.S. Housing Act of 1937 in accordance with §983.54 (Prohibition of excess public assistance).
- No construction has begun. HUD guidance indicates that for purposes of the Project Based Voucher Program, construction includes site preparation, and SMHO is prohibited from entering into an AHAP if construction work has been initiated.

Proposals that meet these requirements will be selected and ranked by the PBV selection panel. SMHO, in its discretion, may select all, some, or none of the proposals presented. SMHO 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 SMHO to be in its best interests. SMHO shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

SECTION IV

CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend this entire Request for Proposals. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit their response by email as a single PDF document as described in Section I.

Proposals for PBV assistance must provide information on the following topics and in the listed order:

1. General Information:
 - a. Cover letter including contact name and telephone number
 - b. Type of Organization: Corporation, Limited Liability Company, Partnership, Joint Venture, individual or Sole Proprietorship
 - c. Certificate of Incorporation, Certificate of Organization, Partnership Agreement, Joint Venture Agreement or other organizational documents; drafts are acceptable for New Construction projects that have not yet closed construction financing
2. Listing and narrative of the Respondent's Team Members and the roles each will have in the initiative being pursued under this RFP
3. Summary of project including:
 - a. Building description
 - b. Need for PBV assistance to make the project feasible
 - c. Other forms of assistance received
 - d. Other affordability restrictions (if any)
 - e. Unit Information
 - f. Community/Neighborhood Amenities
 - g. Unit/Development Amenities
 - h. Owner experience owning/developing rental housing
 - i. Owner experience managing/maintaining rental housing
4. Additional Exhibits (if applicable)
 - a. Sources and Uses for Rehabilitation/Construction Financing
 - b. Clear Evidence of Site Control (documentation of ownership or agreements with property ownership)
 - c. For New Construction Proposals – Schematic Site Plan showing building footprints, parking, and rough site grades.
 - d. For "Excepted Units" – the number of units by size and type, description of specific services to be provided, identification of the service provider and their qualifications, and information on the contract of participation requirements and the monitoring measures to be utilized by management to verify compliance.

SECTION V EVALUATION CRITERIA

The Selection Committee will evaluate each complete proposal and score proposals according to the following criteria:

Project Feasibility/Readiness to begin Construction
Maximum 25 points

Evidence of readiness to proceed will be considered. Readiness to proceed will be assessed according to the completeness of design work and the project's progress in achieving site plan approval, building permits, and any other City-required approvals. Evidence that financing is in place to complete the project will also be considered in this criteria item, including having secured any required tax credit awards, as will demonstration of an established strategy to meet project schedules.

Owner/Developer Capacity (Affordable Rental Housing & Management Experience)
Maximum 25 points

Owners/developers who have finished similar projects, including income-qualified housing, and can show a high likelihood that the project will be completed successfully will be scored higher. Managers who have managed similar projects, including income-qualified housing, successfully will be scored higher.

Long-Term Commitment to Affordability
Maximum 25 points

The award of Project-Based Vouchers under this RFP is intended to improve the feasibility of projects that will sustainably contribute to Littleton's affordable housing opportunities well into the future. Projects that can demonstrate a commitment to continuing affordability beyond the 20-year HAP contract will be scored higher.

Site Location/Community Amenities/New Construction
Maximum 25 points

Site must be located within the City of Littleton, Colorado. Sites with good access to community amenities such as parks, schools, and stores, and to transportation and employment centers will receive more points. New Construction projects will be given priority points.

Exhibit 1

Payment Standards for South Metro Housing Options (as of 4/9/2025)

Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$1,639	\$1,789	\$2,140	\$2,794	\$3,127

Exhibit 2
Example of AHAP

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. 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.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is between:

_____ (“PHA”) and
_____ (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP Contract”) units to in accordance with Exhibit B and to comply with Housing Quality Standards (“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 of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

_____ Single-stage project

- i. Effective Date for all contract units: _____
- ii. Date of Commencement of the Work: The date for commencement of work is not later than _____ calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than _____ calendar days after the effective date of this Agreement.

_____ Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

Agreement to Enter into a PBV HAP Contract

1.5 Nature of the Work

_____ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

_____ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. Timely Performance of Work: The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. Time for Completion: All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. Delays: If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - _____ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - _____ An architect's or developer's certification that the housing complies with:
 - _____ the HQS;
 - _____ State, local, or other building codes;
 - _____ Zoning;

- _____ The rehabilitation work write-up for rehabilitated housing;
- _____ The work description for newly constructed housing; or
- _____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.
- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.
- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

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

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

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

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

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

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.
- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

B. Disclosure

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

1.21 Interest of Member or Delegate to Congress

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

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

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

1.23 Exclusion from Federal Programs

A. Federal Requirements

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

B. Disclosure

The owner certifies that:

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

1.24 Lobbying Certifications

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

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

- B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
 - 1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 - 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
7. 24 CFR part 8;
9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrence: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

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

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

- _____ Training, Employment, and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- _____ Equal Employment Opportunity
Section 2.2 applies only to construction contracts of more than \$10,000.

_____ Labor Standards Requirements

Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.

_____ Flood Insurance

Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

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

Agreement to Enter into a PBV HAP Contract