

COUNTY OF BUCKS
DEPARTMENT OF COMMUNITY
AND
BUSINESS DEVELOPMENT



FUNDING RECIPIENT HANDBOOK
ON CONTRACTING AND
FISCAL PROCEDURES

FOR THE

BUCKS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
(CDBG)

Contact Information

Carole A. Janssens
CDBG Project Administrator
1260 Almshouse Road
Doylestown, PA 18901
Telephone # 215-345-3843
Fax # 215-345-3865
Email: cajanssens@co.bucks.pa.us

LAST REVISION - MAY, 2006



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Bucks County Department of Community and Business

**1260 Almshouse Road
Neshaminy Manor Center
Doylestown, PA 18901
215-345-3840
Business@co.bucks.pa.us**

Vitor A. Vicente, Director





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INTRODUCTION

The purpose of the Funding Recipient Handbook on Contracting and Fiscal Procedures is to provide technical assistance to all Funding Recipients on the County's CDBG Program. You will note that it commences with the recipient's contract with the County through the completion of the CDBG project.

References for this document include the HUD CDBG Programmatic Rules and Regulations, the Office of Budget and Management, Davis-Bacon Act, Fair Housing Requirements, and HUD and County Procurement requirements. Although the procurement requirements as outlined in this guide may differ from the Funding Recipient's procurement requirements, it is important to note that they must be followed by all Funding Recipients. The only exception that may be granted would be to a Funding Recipient with a stricter policy. In that event, the policy may be followed provided it is communicated to and agreed with by the County.

The book is divided into ten (10) parts with each part addressing a pertinent point of the CDBG process. A listing of the parts can be found in the Table of Contents. A more detailed listing of the parts is located in the beginning of each section designed for ease in locating specific material. Also included are three flow charts which can be used as a quick reference guide to the appropriate steps when undertaking projects under \$10,000 and over \$10,000, as well as a guide in the overall project process.

We recognize that some of the rules and regulations may change from time-to-time and we will make every effort to communicate those changes to all Funding Recipients in a timely fashion. One of the ways we will disseminate that information will be the project start-up meeting. At that time, we will review the overall project, the sections of this guide as it pertains to your project, project implementation requirements, any changes to the rules and regulations and answer questions.

Lastly, so that the County may meet its requirement for performance measures reporting, the Funding Recipient must notify Carole Janssens, CDBG Project Administrator that the work has been completed so that a final site visit may be scheduled and the final payment processed. Note that a report for performance measures must also be submitted with final payment on the forms included in Part X of this document.

Once you have had an opportunity to review this guidebook, please feel free to contact Carole Janssens at 215-345-3843 with any questions or comments.

Thanking you in advance for your continued support in the County's efforts to administer the very important CDBG Program.

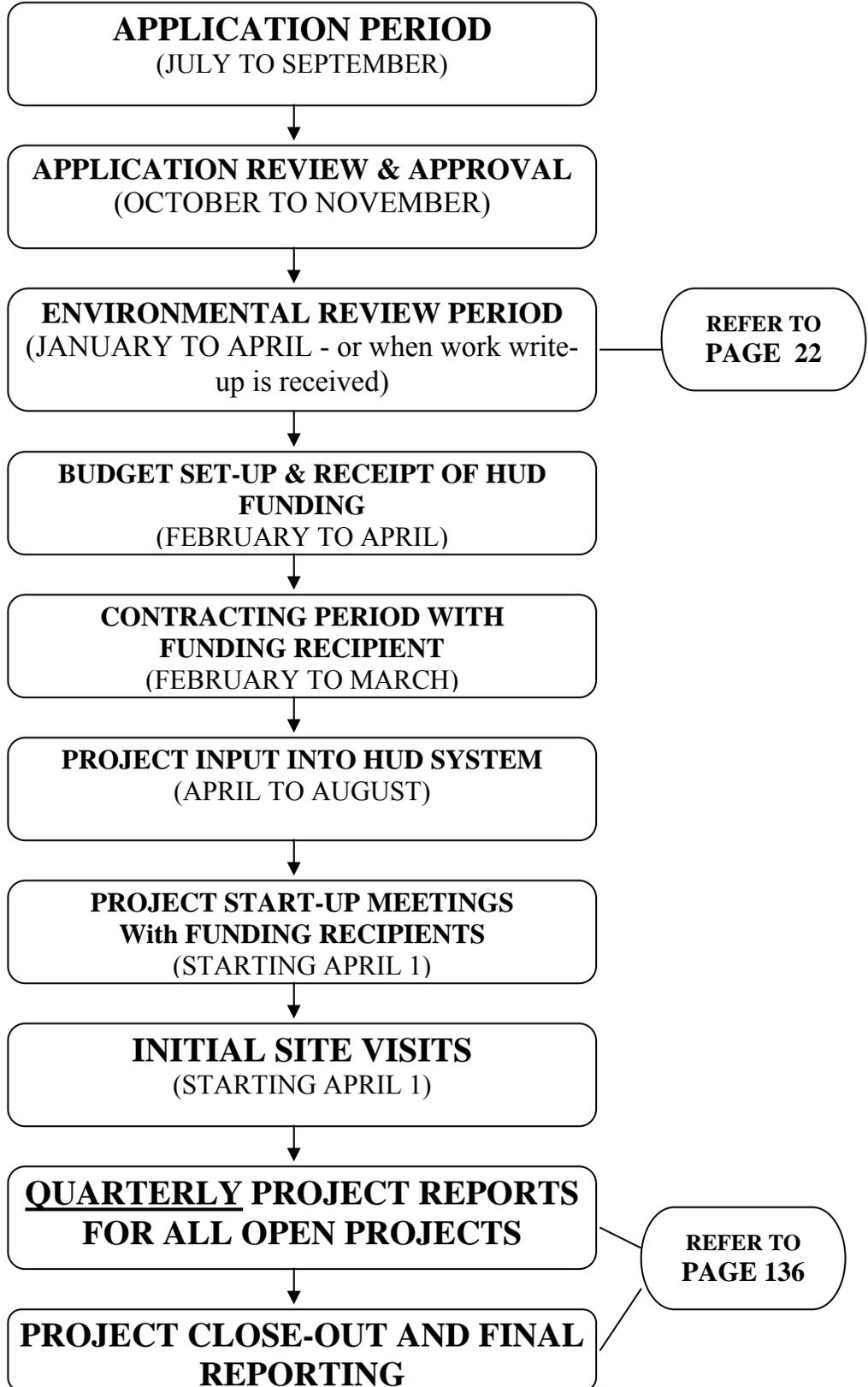


CDBG PROGRAM FLOW CHARTS

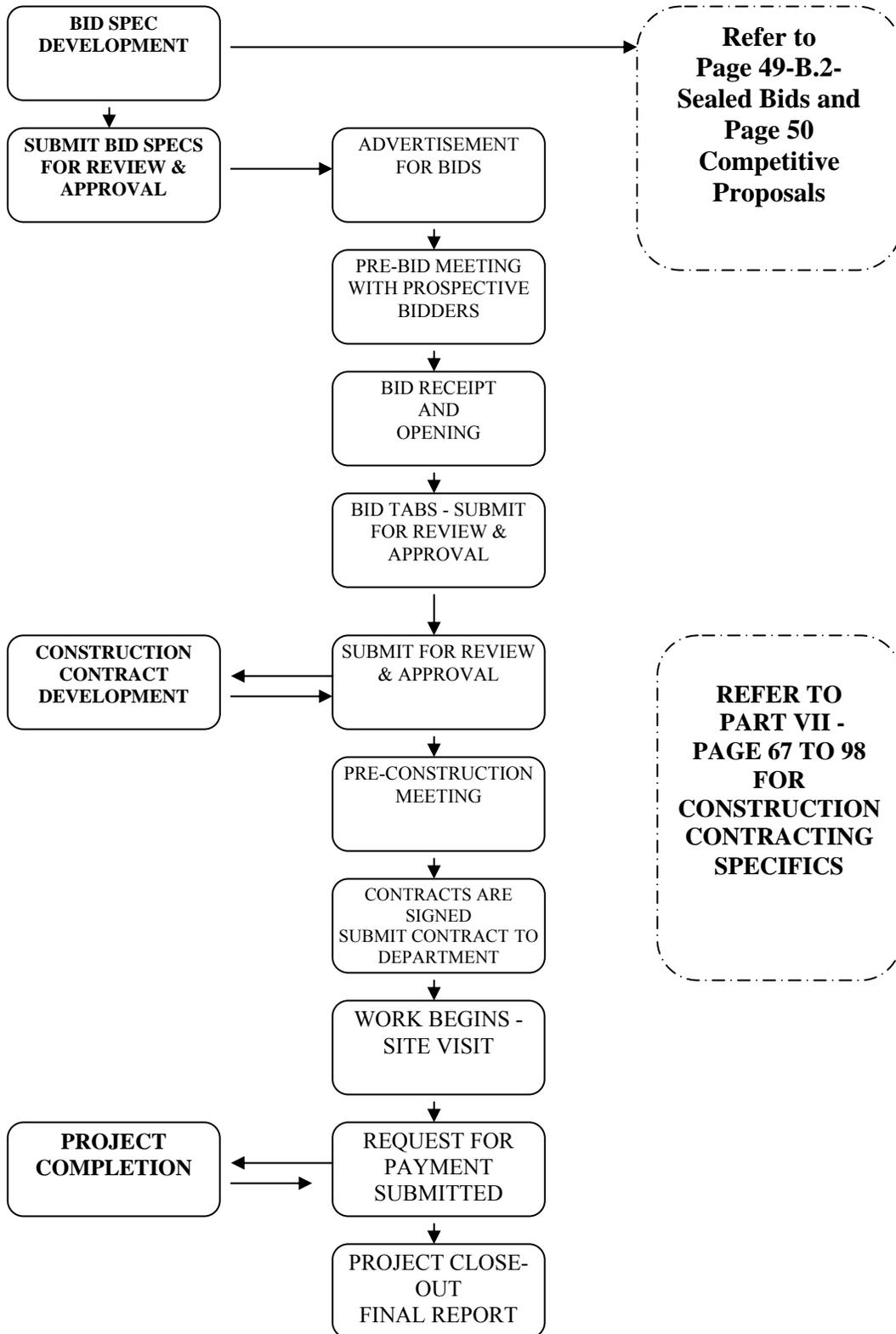
The next three pages contain a series of three flow charts depicting the key CDBG Program events as it relates to CDBG Projects overall. The first chart, CDBG Program Flow, guides the Funding Recipient through the CDBG process starting with the Application Process to final Project Close-Out. The second chart, outlines the major processes to follow when undertaking CDBG projects under \$10,000, and, the third, outlines the major processes to follow when undertaking CDBG projects over \$10,000. These charts can be utilized as quick reference tool when attempting to ascertain "what comes next".



CDBG PROGRAM FLOW



CDBG PROJECT PROCESS - OVER \$10,000 IN THE AGGREGATE



PART I

GENERAL PROGRAM INFORMATION - CDBG Agreement Processing

Processing and Receiving the Contract

Contract and Project Numbers
Agreement Execution

Special Contract Provisions and Compliance Requirements

Grant Amount and Purpose
Changes
Effective Dates
Audits
Civil Rights Requirements

- Fair Housing, Americans with Disabilities Act and Section 504
- ADA Notification
- Recipient's Responsibilities Under Section 504
- Environmental Review - including Historic Preservation and Archaeological Assessments
- Section 3 Clause
- Energy Conservation - ENERGY STAR PROGRAM

DUNS Number
Administrative and Additional Requirements



**PART I
GENERAL PROGRAM INFORMATION -
CDBG Agreement Processing**

A. Processing and Receiving the Funding Recipient Contract

1. Contract Number and Project Number

Once the application for Community Development Block Grant funding is approved by the County, the Funding Recipient will receive four (4) copies of a contract for signature. The contract number is the same as the project number and is located on the first page of the contract. Please reference this number on all correspondence to the Department of Community and Business Development regarding your grant project.

2. Agreement/Contract Execution

- a. At least two (2) officials authorized to sign for the municipality or organization must sign each copy of the agreement/contract on the signature page. Stamped or copied signatures are not acceptable and will result in the agreements/contracts being returned for resigning.
- b. Do not sign on any lines other than those indicated for grantee authorization and witnessing. Do not date the agreements/contracts. Once signed, the agreements/contracts are to be returned to the Bucks County Department of Community and Business Development. You will need to return only the signed signature pages. Please note that failure to return the signature pages with original signatures, will delay the processing of your agreement/contract. Since the County contracting process can take six to eight weeks, it is important to sign your contracts properly and return them as soon as possible.
- c. Once the agreement/contract is executed, one of the signature pages will be forwarded to you for attachment to your copy of the agreement/contract for your files. It is important to note that until you receive your fully executed copy of the agreement/contract, you do not have a legally binding document to permit start up of project activities or the accruing of costs. Therefore, you assume the risk for any costs incurred prior to receiving your agreement/contract. If your agreement/contract is fully executed, however, your grant funds can be used to receive reimburse for all eligible costs incurred.

B. Special Contract Provisions and Compliance Requirements

Your agreement/contract contains references to various regulations and compliance requirements. The above provisions are only a partial listing of the compliance requirements found in your agreement/ contract. Additional provisions requiring a more detailed explanation are discussed in the remaining sections of the handbook. Any questions regarding the

programmatic requirements of the CDBG program or the provisions of your contract should be directed to the Project Administrator assigned to your project.

1. Grant Amount and Purpose

Section IV on page 4 of your contract indicates the amount of CDBG funds you have been awarded. The agreement/contract requires that the grant be used for the activities described in your application for funding as approved by the Department of Community and Business Development and summarized in Section I.A., page 1 of your contract. A copy of the proposed activities and project budget is included as Attachment A to the contract. Your entire application for grant funding, as submitted to and approved by the Department of Community and Business Development, is incorporated into the contract by reference and is, therefore, legally binding upon the grantee

2. Changes

Activities and funding amounts can only be changed through prior written approval of the Bucks County Department of Community and Business Development. If you determine that a change to your agreement/contract is necessary, a written request to the Department of Community and Business Development must be submitted. The request must include a description of and justification for the requested change. The request will be reviewed by the Department of Community and Business Development which will then inform you of its decision regarding your request.

3. Effective Dates

The official beginning date of your contract is April 1 of the year in which the CDBG funds are awarded. The contract expires on September 30 of the year following the initial award. All grant funds must be expended by the contract expiration date or they are subject to forfeiture and may be reallocated. The county may, at its discretion, extend the contract period. Grantees wishing an extension of the contract expiration date must submit a request to the Department of Community and Business Development outlining the reasons for the project delay and a schedule for project completion.

4. Audits

All grantees receiving federal funds of more than \$500,000 per calendar year from all sources, not only CDBG, must submit a Single Audit, undertaken using generally accepted accounting procedures, to the Department of Community and Business Development.

5. Civil Rights Requirements

a. Fair Housing, Americans with Disabilities Act and Section 504

Municipalities receiving federal funding should evaluate their zoning ordinances to ensure that these regulations are not exclusionary and that group homes are included with other family residences for zoning purposes.



Funding Recipients are also required to meet certain requirements for handicapped accessibility in those projects undertaken with federal funds. These requirements are basically the same as those mandated under the Americans with Disabilities Act, with which most municipalities are very familiar. The HUD regulations are located at 24 CFR Part 8, and address the following issues:

- (1) No qualified individual with handicaps shall, because the Funding Recipient's facilities are inaccessible or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.
- (2) Funding Recipients shall evaluate their current policies and practices to see if there is discrimination in carrying out federally funded programs and shall develop plans to remedy any discrimination against the handicapped so discovered.
- (3) The Funding Recipient shall notify the public that it does not discriminate in admission or access to, or treatment, or employment in its federally assisted programs and activities and shall identify an employee responsible for coordinating its ADA program.

b. ADA Notification

Municipalities receiving federal funding should evaluate their zoning ordinances to ensure that these regulations are not exclusionary and that group homes are included with other family residences for zoning purposes.

Municipalities are also required to meet certain requirements for handicapped accessibility in those programs undertaken with federal funds. These requirements are basically the same as those mandated under the Americans with Disabilities Act, with which most municipalities are very familiar. The HUD regulations are located at 24 CFR 8, and address the following issues:

- No qualified individual with handicaps shall, because the municipalities facilities are inaccessible or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
- Municipalities shall evaluate their current policies and practices to see if there is discrimination in carrying out federally funded programs and shall develop plans to remedy any discrimination against the handicap so discovered.
- The municipality shall notify the public that it does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities and shall identify an employee responsible for coordinating its ADA program

c. Recipients' Responsibilities Under Section 504

In order for recipients to comply with Section 504, they must:

- Take steps to ensure effective communication with applicants, beneficiaries, and members of the public. [24 CFR 8.6]
- Take steps to ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions and dismissals, do not discriminate on the basis of disability. [24 CFR 8.10 - 8.13]
- Ensure that all non-housing programs are operated in a manner that does not discriminate on the basis of disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards. [24 CFR 8.21]
- Operate existing housing programs in a manner that does not discriminate on the basis of disability, and take steps, as needed, to ensure that existing housing programs are readily accessible to and usable by persons with disabilities. Develop and implement a transition plan to assure compliance. [24 CFR 8.24]
- Provide reasonable accommodations which may be necessary for a person with a disability to use or participate in the program, service or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service or activity. A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwellings, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats. [24 CFR 8.4, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33]
- Pay for a reasonable accommodation needed by the individual (e.g., a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. [24 CFR 8.4, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33]
- Ensure that all new construction of housing facilities is readily accessible to and usable by persons with disabilities, and meets the requirements of applicable accessibility standards. [24 CFR 8.22 and 8.32]
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction. [24 CFR 8.23(a)] Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards. [24 CFR 8.23(b)]
- Conduct any required needs assessments (for recipients who are public housing agencies) to determine the extent to which the housing needs of persons with disabilities are being met in the recipient's program and in the community. [24 CFR 8.25]



- Distribute accessible dwelling units throughout projects and sites and make such units available in the same ranges of sizes and amenities to provide housing choices for persons with disabilities that are the same as those provided to others. [24 CFR 8.26]
- Adopt suitable means to ensure persons with disabilities are made aware of the availability of accessible units and to maximize use of accessible units by individuals needing the features of these units. [24 CFR 8.27]
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations. [24 CFR 8.51]
- Recipients with 15 or more employees—designate an employee to ensure the recipients’ programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. [24 CFR 8.53]
- Recipients with 15 or more employees—notify participants, beneficiaries, applicants and employees of their nondiscriminatory provisions. [24 CFR 8.54]
- Maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is filed, or if HUD conducts a compliance review. [24 CFR 8.55]

d. Section 3 Clause

Any activity that results from a federally funded program (CDBG) or project involving rehabilitation of new construction, particularly those that meet the required threshold amounts. This may include employment opportunities for administrative staff needed as a direct result of this funding, as well as contracts and subcontracts awarded for the construction or rehabilitation. It can involve training and employment opportunities provided directly by the Consultant and sub-consultant, or the awarding of contracts to Section 3 businesses.

Section X,C(3), Personnel & Participant Conditions of the Funding Recipient Agreement outlines the Section 3 requirements. Section 3 requires that, to the greatest extent feasible, economic opportunities are given to residents and businesses in the area where HUD assistance is received, particularly to those who are of low-and very-low income.

Specific language is required to be included in all subcontracts executed using CDBG funding. That language and further explanation is address later in this guidebook

e. Environmental Review and Historic Preservation Requirements

The Department of Community and Business Development will submit a request for review to the State Historic Preservation Officer (SHPO) for all activities undertaken with federal funds. This review can take up to sixty days, so it is a good idea to provide site information as soon as it is available.

Please supply the address, tax parcel number and the year of construction (if known) for all structures. For undeveloped parcels, supply the tax parcel number. Construction or reconstruction of streets, drainage facilities, water lines and other infrastructure or site development activities must be reviewed to determine that the actions do not adversely affect historic or archaeological resources.

Rehab of structures over 50 years old must conform to the Standards of the Secretary of the Interior unless we have a determination from the Pennsylvania SHPO that the structure is not eligible for the National Register and that no historic resources will be affected. For instance, a structure not in itself eligible may still contribute to an historic district. The Standards are available for review at the Bucks County Department of Community and Business Development.

f. Energy Conservation - Energy Star Program

The Funding Recipient is required to apply energy conservation initiatives for all housing rehab activities that are three stories or less. All RFP's and sub-agreements (contracts) must contain specific language. Information on Energy Conservation Initiatives, the Energy Star Program and contract language is contained later in this handbook.

g. DUNS Number

Pursuant to the Final Rule published in the Federal Register, Tuesday, November 9, 2004, HUD is requiring all applicants (other than individuals) to obtain a Data Universal Numbering System (DUNS) number. This is a nine digit number issued by Dun and Bradstreet (D&B). All Funding Recipients are required to provide a DUNS number on their CDBG applications and also on their CDBG contracts with the County. If a Funding Recipient does not have a DUNS number, one may be obtained by contacting D&B at 866-705-5711 on the D&B web site at: <http://smallbusiness.dnb.com>. There is no charge for obtaining a DUNS number and the process takes approximately 10 minutes.

h. Administrative and Additional Requirements

A full explanation of the Funding Recipient Requirements can be found in the HUD publication #HUD-2005-05-CPD, "Playing by the Rules - A Handbook for CDBG Subrecipients on Administrative Systems".

A copy of the Subrecipients handbook can be downloaded from the HUD website at: <http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm>.



PART II PROJECT IMPLEMENTATION

Applicability

Grantee Responsibility

Code of Conduct

PART II PROJECT IMPLEMENTATION

In accordance with the requirements of the Community Development Block Grant program and the provisions of your grant contract, the Bucks County Department of Community and Business Development must approve all procurements made during the implementation of your grant funded project. All procurements must be made in accordance with Section 85.36 referred to as the "Common Rule". The complete text of the "Common Rule" is available from the Department of Community and Business Development, however, a summary of the provisions of the "Common Rule" as they relate to procurements under the Community Development Block Grant program follows.

1. Applicability

Section 85.36 establishes standards and guidelines for the procurement of supplies, equipment, construction and services for Federal assistance programs. These standards are furnished to ensure that such materials and services are obtained efficiently and economically and in compliance with the provisions of applicable Federal law and Executive orders. As such, the County's CDBG Program will follow the County's Procurement Rules.

2. Grantee Responsibility

These standards do not relieve the grantee of any contractual responsibilities under its contracts. The grantee will maintain a contract administration system that ensures that Consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

The County of Bucks has established procurement procedures that reflect applicable State and local laws and regulations that conform to the standards set forth in Section 85.36.

3. Code of Conduct

Grantees shall maintain a written code or standards of conduct governing the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial interest in the firm chosen for award:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; and
- d. An organization which employs, or is about to employ, any of the preceding.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Consultants, potential Consultants, or parties to subagreements.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by Consultants or their agents.



PART III

SECTION 3 REQUIREMENTS

Background Information

- Purpose
- Type of Assistance
- Eligible Grantees
- Eligible Customers
- Eligible Activities

Programs Covered

Contract Language

Examples of Ways to Promote Section 3 Efforts

- Contract Awards
- Procurement Procedures for Preference - Small Purchase procedures
- Training and Employment Opportunities



PART III

SECTION 3 REQUIREMENTS

Section 3 of the HUD Act of 1968 requires, to the greatest extent feasible, that recipients of HUD funds (and their Consultants and sub-consultants) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and provides contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people.

1. Purpose

The U.S. Department of Housing and Urban Development's (HUD) programs award billions of dollars each year for projects that generate thousands of job and contracting opportunities. Section 3 of the HUD Act of 1968 requires that recipients of HUD funds (and their Consultants and sub-consultants) provide jobs and other economic opportunities to low-income persons. Through recruiting in public housing neighborhoods, such fund recipients can make residents and businesses aware of the opportunities available.

2. Type of Assistance

Section 3 does not authorize funds; instead, it governs the use of funds appropriated for other HUD programs and provides job and contracting opportunities.

3. Eligible Grantees

Section 3 automatically applies to grantees of HUD public housing and community development programs. States, local governments, public housing authorities, nonprofit organizations, and their Consultants and sub-consultants who receive funds under the programs must follow Section 3.

4. Eligible Customers

For training and employment, four categories of low-income persons (called Section 3 residents) receive priority: (1) residents of the public and assisted housing, (2) those living near a HUD-assisted project, (3) participants in Youthbuild programs, and (4) homeless persons. For contracting, businesses owned by Section 3 residents, businesses that employ Section 3 residents full time, and sub-consultants using such businesses receive priority.

5. Eligible Activities

With respect to HUD's public housing programs, Section 3 applies to funds spent for specific types of development, operations, and modernization. For HUD's other housing and community development programs, Section 3 applies to: (1) housing rehabilitation (including lead-based paint hazard reduction), (2) housing construction, and (3) other public construction projects. Employment opportunities available under Section 3 include accounting, purchasing, word processing, appliance repair, carpet installation, landscaping, manufacturing, carpentry, and catering.

6. Programs Covered

Created by the Housing and Urban Development Act of 1968, Section 3 applies to public and Indian housing programs, housing and community development programs, and other Federal and HUD assistance. [24 CFR Part 135.3].

7. Contract Language Inclusion

The following language must be included in all contracts with Consultant and sub-Consultants for construction, rehabilitation and professional services.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and its subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1702). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

8. Examples to Ways to Promote Section 3 Efforts

a. Awarding Contracts to Section 3 Business Concerns - Examples

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see Examples of Procurement Procedures).
- (2) In determining the responsibility of potential Consultants, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority Consultants associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- (5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting



opportunities, with such information being made available in languages other than English where appropriate.

- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible section 3 business concerns.
- (16) For HAs, participating in the ``Contracting with Resident-Owned Businesses'' program provided under 24 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

b. Procurement Procedures That Provide for Preference for Section 3 Business Concerns - Examples

This Section III provides specific procedures that may be followed by recipients and Consultants (collectively, referred to as the ``contracting party'') for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) **Small Purchase Procedures.**

For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation* -

- Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:
 - the section 3 covered contract to be awarded with sufficient specificity;
 - the time within which quotations must be submitted; and
 - the information that must be submitted with each quotation.
- If this method utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party

may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award -*

- Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
- Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) Procurement by sealed bids (Invitations for Bids).

Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

- (i) Bids shall be solicited from all businesses (section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid -

if that bid--

- is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

x=lesser of:

When the lowest responsive bid is:	less 10% of that bid or \$9,000. than \$100,000
When the lowest responsive bid is:	at least \$100,000, but less than 9% of that bid, or \$16,000.

\$200,000.

At least \$200,000, but less than 8% of that bid, or \$21,000.

\$300,000.

At least \$300,000, but less than 7% of that bid, or \$24,000.

\$400,000.

At least \$400,000, but less than 6% of that bid, or \$25,000.

NOTE: for additional bid amounts see the HUD web site at <http://www.hud.gov/offices/fheo/section3/section3.cfm>



(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) Procurement under the competitive proposals method (Request for Proposals (RFP)).

(i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for Section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the Section 3 strategy), the RFP shall require the disclosure of the Consultant's section 3 strategy to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the Consultant's responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

**TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS**

Appendix to Part 135

Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or Consultant representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the Neighborhood or service area in which a section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or Consultant representative or representatives.



(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or Consultant's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or Consultant's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or Consultant, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or Consultant intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

PART IV

ENERGY CONSERVATION INITIATIVES

ENERGY STAR PROGRAM

Incorporation

- Gut Rehab
- New Construction
- Moderate Rehab
- Repairs

Contract Requirements

Website Information

PART IV
ENERGY CONSERVATION INITIATIVES
ENERGY STAR PROGRAM

1. Background

In August 2005, the President signed the Energy Policy Act of 2005. The purpose of the Act is to increase energy efficiency, conservation, promote alternative and renewable energy sources, reduce our dependence on foreign sources of energy, increase domestic production, only to mention a few. Some of the ways to accomplish these goals is to promote residential efficiency and increase the efficiency of appliances and commercial products. All Federally funded programs (including CDBG) are required to comply with the requirements of this new national energy plan.

2. ENERGY STAR Program

ENERGY STAR is a voluntary labeling program sponsored by the U.S. Department of Energy (DOE) and the U.S. Environmental Protection Agency (EPA). The ENERGY STAR label helps businesses and consumers easily identify highly efficient products, homes, and buildings that save energy and money, while protecting the environment, in addition to lowering energy bills.

HUD encourages CDBG recipients to incorporate ENERGY STAR qualified products and practices when conducting rehabilitation or construction of new housing, gut and moderate rehab, or repairs to single or multi-family residential buildings that is three stories or less in height.

3. Incorporation of ENERGY STAR

Specific ways to incorporate ENERGY STAR into the CDBG program can be found on the HUD website at www.hud.gov/energystar/cdbg.cfm, however, a brief synopsis is supplied below.

a. Gut Rehab and New Construction

- Specify ENERGY STAR Qualified Products
- Adopt ENERGY STAR Building Standards

b. Moderate Rehab or Repairs

- Specify ENERGY STAR qualified products
- Conduct home sealing
- Follow recommendations for energy-efficient HVAC systems

Funding Recipients may use the HUD website and click on appropriate links for specific information regarding building standards, products, home sealing, HVAC Systems.

The HUD site is: www.hud.gov/energystar/cdbg.cfm

The ENERGY STAR site is: www.energystar.gov

4. Contract Requirements

Specific language is required to be included in all housing rehabilitation RFP's and subagreements (subcontracts), e.g.,

"All new, gut rehab, moderate rehab or repairs to residential buildings up to three stories shall be designated to meet the standard for ENERGY STAR Qualified New Homes (≤ 80 on the HERS Rating Scale). All procedures used for this rating shall comply with National Home Energy Rating System guidelines."



PART V

PROCUREMENT PROCEDURES

Agreements

Awards

Records

Responsibility

Competition

Acceptable Methods

Small Purchase

Sealed Bids (formal advertising)

Competitive Proposals

Non-Competitive Proposals

Minority and Women Owned Businesses

Contract Cost and Price

Analysis

Contract Cost and Price

Community and Business Review

PART V PROCUREMENT PROCEDURES

1. Agreement

The County of Bucks, Department of Community and Business Development has established procurement procedures that provide that proposed procurement actions shall be reviewed by officials of the Department of Community and Business Development to avoid the purchase of unnecessary or duplicative items. Consideration by grantees should be given to consolidation or breaking out to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives and any other appropriate analysis to determine which approach would be the most economical. To foster greater economy and efficiency, grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services. **The State website is: www.dgs.state.pa.us.**

2. Awards

Awards shall be made only to responsible Consultants that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as Consultant integrity, compliance with public policy, record of past performance, and financial and technical resources.

3. Records

Grantees shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, Consultant selections or rejection, and the basis for the cost or price.

4. Responsibility

Grantees will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or funding recipient of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or funding recipient unless the matter is primarily a Federal concern. Violations of law will be referred to local, State, or Federal authority having proper jurisdiction.

5. Funding Recipient Procedures

Grantees will have procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and funding recipient before

pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to violations of Federal law or regulations.

A. COMPETITION

1. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business,
 - b. Requiring unnecessary experience and excessive bonding,
 - c. Noncompetitive pricing practices between firms or between affiliated companies,
 - d. Noncompetitive awards to consultants that are on retainer contracts,
 - e. Organizational conflicts of interest,
 - f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and,
 - g. Any arbitrary action in the procurement process.
2. Grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section pre-empts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, give the nature and size of the project, to compete for the contract.
3. Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
 - a. Incorporate a clear and accurate description of technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be pro cured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirement, a "brand name or equal" description may be used as a means to define the



performance or other salient requirements of a procurement. The specific features of the named brand which must be met by prospective bidders shall be clearly stated; and

b. Identify all requirements that the prospective bidders must fulfill and all other factors to be used in evaluating bids or proposals.

B. PROCUREMENT - ACCEPTABLE METHODS

1. Small Purchase Procedures

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$10,000 in the aggregate. Solicitation of price quotes must include a clear and accurate description to the services or supplies to be acquired. If small purchase procurements are used, price or rate quotations will be obtained from at least three qualified sources. The lowest price quote must be accepted unless it can be demonstrated the firm with the lowest quote is incapable of performing the required service or providing the requested supplies.

2. Sealed Bids (formal advertising)

A legal advertisement must be placed in a newspaper of general circulation. Two ads must run at three (3)-day intervals (e.g., Monday, Thursday and Wednesday). Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction.

a. In order for sealed bidding to be feasible, the following conditions should be present:

- 1) A complete, adequate, and realistic specification or purchase description is available;
- 2) Two or more responsible bidders are willing and able to compete effectively for the business; and
- 3) The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

b. If sealed bids are used, the following requirements apply:

- 1) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening bids;

- 2) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- 3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- 4) A firm fixed-price contract will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- 5) Any or all bids may be rejected if there is a sound documented reason.

3. Competitive Proposals

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and neither a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- b. Proposals will be solicited from an adequate number of qualified sources;
- c. Grantees will have a method of conducting technical evaluations of the proposals received and for selecting awardees;
- d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. Grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

The method, where price is not used as a selection factor, can only be used in procurement of Architectural or Engineering (A/E) professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. For other professional services, i.e., legal, planning, appraisals, research, etc., price must be considered as a factor for selection. However, it is not required to give the contract to the lowest bidder. Grantees shall publicly advertise a Request for Proposals for those contracts estimated to exceed \$10,000.



4. Noncompetitive Proposals

This method is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

- ❖ The item is available only from a single source;
- ❖ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- ❖ The awarding agency authorizes noncompetitive proposals; or
- ❖ After solicitation of a number of sources, competition is determined inadequate.
- ❖ Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- ❖ Grantees and funding recipient may be required to submit the proposed procurement to the awarding agency for pre- award review in accordance with paragraph (g) of this section.

5. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

The grantee and funding recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

a. Affirmative steps shall include:

- ❖ Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ❖ Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- ❖ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;



- ❖ Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- ❖ Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- ❖ Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

C. ANALYSIS

1. Contract cost and price.

Grantees and funding recipients must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the prospective bidder is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

Grantees and funding recipients will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

D. AWARDING AGENCY REVIEW

Funding recipients must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or funding recipient

desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

Funding recipient must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- ❖ A funding recipient's procurement procedures or operation fails to comply with the procurement standards in this section; or
- ❖ The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- ❖ The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- ❖ The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- ❖ A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- ❖ A funding recipient may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
- ❖ A funding recipient may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the funding recipient that it is complying with these standards. A funding recipient will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

PART VI
FORCE ACCOUNT WORK -
CONSTRUCTION PROJECTS - in lieu of contracting
with an outside firm

Requirements

- Capability
- Record keeping
- Insurance
- Eligible Costs
- Ineligible Costs
- Lease Mechanical Equipment
- Procurement Procedures
- Wages
- Repayment

Sample Forms

PART VI
FORCE ACCOUNT WORK -
Construction Projects - in lieu of contracting with an outside firm

A. Force Account

Municipal grantees may implement construction projects using their own staff instead of contracting with an outside firm. Work implemented by township forces is called "force account". One advantage of this procedure is that municipalities are not required to pay Davis/Bacon rates for construction activities. Municipal employees are generally paid less than the wage specified in the Federal Wage Determination.

Municipalities already having the in-house capability to implement Community Development projects may undertake these projects using their own labor force at their current rates of pay. Workers who are hired specifically to carry out a federally funded project do not have to be paid the prevailing rate for the labor they perform.

Non-construction Community Development activities may also be implemented using municipal personnel. The advantage to the township is generally convenience as there is an hourly wage requirement only for construction workers.

All force account work must be approved by the Department of Community and Business Development before any construction begins.

1. Workforce Capability

- a. The municipality must demonstrate that its workforce is capable of undertaking and successfully completing the project in question. Adequate supervision must be provided to direct the work so that it will be performed in an efficient manner, with maximum economy and assurance that the activity will comply with all CDBG requirements. The Township Engineer shall certify on the Payment Request forms that the completed work is in conformance with approved plans and specifications.

2. Record-keeping Requirements

a. Approval

In order to be approved to perform force account work with Community Development funds, the municipality must devise a system enabling it to keep accurate records of the labor, equipment and materials used for the project. The municipality must present a plan for the work which includes a cost breakdown and shows the proposed dates for completing each section of the work. The municipality must outline the methods to be used in the care and protection of materials, equipment, finished work, salvagable materials and the environment.

b. List of Workers

Prior to construction a master sheet must be provided which lists all of the workers involved on the project and specifies for each the basic hourly rate and hourly rate of fringe benefits. A similar list should be submitted for the equipment that will be used with the cost of operation expressed as an hourly rate.

c. Change Orders

The municipality is authorized to order changes in the work performed without the prior concurrence of the Department of Community and Business Development. Change orders should be consecutively numbered and recorded at the local level.

d. Progress Reports

Progress reports must be submitted regularly, based on the work schedule developed prior to construction. In practice, these reports are usually attached to payment requests as documentation of the work accomplished.

e. Final Report

At the conclusion of the project the Department of Community and Business Development must receive a report of the work accomplished, which includes a breakdown of the quantities for all the major items installed, i.e., linear feet of pipe, square yards of paving, etc. This information is required by HUD and is included in our annual performance report. The Disposition of any materials not utilized in the project must be documented and the funds received must be returned to the project account.

3. Insurance

- a. The municipality is required to have both liability and workmen's compensation insurance and must submit an insurance certificate describing sufficient coverage to hold the County harmless. A minimum of \$50,000 for property damage and \$500,000 for bodily injury is recommended.

4. Eligible Costs

- a. Only expenses incurred specifically to carry out the CDBG project will be reimbursed. These include:
- ❖ Compensation of employees for time and effort devoted specifically to the execution of the grant program.
 - ❖ Cost of materials acquired, consumed or utilized specifically for this program.
 - ❖ Services furnished specifically for the grant program by other agencies, provided such charges are consistent with Community Development criteria.
 - ❖ Cost of equipment rental or charges for use of publicly owned equipment at the normal rental rate for that type of equipment in that locality.



5. Ineligible Costs

- a. Those costs normally incurred by the municipality in carrying out its day to day activities and any costs which are not specifically required to implement the project are ineligible.

The purchase of equipment is not an eligible cost for force account work.

6. Lease Mechanical Equipment

- a. The municipality must maintain a record for all leased equipment containing the following information:

- ❖ Type of mechanical equipment leased
- ❖ Name and address of owner
- ❖ Model number and capacity
- ❖ Rental charges
- ❖ Date of arrival and date of leaving project
- ❖ Hours used
- ❖ List of periods during work hours when equipment was idle, stating reasons.

- b. If the equipment is leased along with an operator and the total cost is over \$2,000, the township must pay the operator the prevailing wage rate and submit weekly payrolls to the Department of Community and Business Development.

7. Procurement Procedures

Municipalities must comply with the procurement standards that are imposed on the Community Development program. These are stated in OMB Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.

Municipalities must adhere to state and local requirements for bidding. The Department of Community and Business Development must receive copies of all specifications, advertisements, and bid tabulations. The Office must also receive the names of all suppliers, their addresses and the dollar amount of their contracts, whether or not they were competitively bid. For small purchases, where bidding is not required, the Community Development Office has determined that procurements under \$1,000 will require at least two price or rate quotations and those over \$1,000 will require three.

8. Wages

The municipality is not required to pay Davis/Bacon prevailing wage rates providing the employees working on the federally assisted project belong to its regular workforce or were hired specifically to undertake this project.

9. Payment

Reimbursement for labor and equipment costs must be based on accurate daily time records which should be attached to the Request for Payment form. Payments for materials may be made directly to suppliers or may be reimbursed to the municipality. Reimbursement requires proof of payment including copies of invoices and cancelled checks.



HEAVY EQUIPMENT:

Project Name: _____ **Project #:** _____

TYPE OF EQUIPMENT	RATE PER DAY	TIME USED	TOTAL COST
TOTALS			



PART VII CONSTRUCTION CONTRACTING PROCEDURES

Procedures - Step by Step

- Plans and Specs
- Section 3
- Davis-Bacon
- Procurement and Advertisement
 - Sample Advertisement
- Bids - Tabulation and Award
- Formulating the Contract

Bonding and Insurance - all bonds, bonding companies should be verified for validity

Bid Evaluation - sample weighted evaluation form

Sample Contract for Construction Activities

Another contract form maybe used, however, all of the conditions listed in the sample contract must be included in addition to any other requirements of the Funding Recipient

Attachments to Construction Contract (All are Required)

- General Terms and Conditions - either included or attached
- Federal Requirements for Construction Contracts
- Federal Labor Standards Provisions
- Representations, Certifications and Other Statements of Bidders
- Verification of Consultant Eligibility
- Section 3 Certification
- Affirmative Action
- Consultant's Questionnaire

PART VII CONSTRUCTION CONTRACTING PROCEDURES

A. Procedures/Programmatic Requirements - Step by Step

Policies and procedures in this handbook apply to projects of less than \$200,000.

In procuring Consultants for Community Development Block Grant funded projects, the funding recipient must meet the following programmatic requirements:

1. Plans and Specs

The preliminary plans and specifications must be sent to the Department of Community and Business Development so that the appropriate environmental assessment and historical reviews may be performed. These must be completed before any contract can be awarded.

2. Submission Prior to Advertising

Before advertising for bid proposals or soliciting bids, the funding recipient must submit a copy of the final specifications and unexecuted contract for review and approval and must verify all conditions have been removed and funds are available for expenditure.

3. Section 3

Section 3 requirements will apply to all projects involving housing rehabilitation and other public construction (rehabilitation) regardless of the dollar amount of the project, inasmuch as, the County is the recipient of the CDBG funding and that funding is in excess of \$100,000. However, the thresholds requirements for contractors or sub-contractors will only apply if the contract or subcontract exceeds \$100,000.

Section 3 requirements apply to all projects involving housing rehabilitation, housing construction or other public construction projects. Consideration shall be given to low-and very low income persons residing within the area which the CDBG funded project is located; within the service area or neighborhood in which the project is located, and to award contracts for work to business concerns that provide economic opportunities for low-and very low-income persons.

4. Davis-Bacon

Davis-Bacon wage rates apply to all projects exceeding \$2,000. Contractors must pay every employee on such projects the rate specified in the Federal Area Wage Determination for the appropriate labor classification. Funding recipients may contact the Community Development Office for information as to which rates apply. Labor classifications, wage rates, and reporting procedures will be discussed with the Contractor at a mandatory preconstruction conference before any actual construction begins. Labor compliance on the job will be monitored and enforced by the Department of Community and Business

Development. Projects may not be subdivided into separate, smaller contracts in order to avoid complying with the requirements of the Davis-Bacon Act.

5. Competitive Bidding

All construction contracts over \$10,000 must be competitively bid. The funding recipient shall publish an advertisement soliciting bids for the project work until three bids are received or for two consecutive weeks if three bids are not received. For construction contracts under \$10,000, at least three bids must be solicited and obtained. Davis-Bacon rates apply to all construction contracts over \$2,000 even when small purchase procurement procedures are used.

6. Advertisement - Title I Language

The funding recipient shall state in its bid advertisement and bidding documents that the project is receiving funds under Title I of the Housing and Community Development Act of 1974 as amended and that Davis-Bacon wage rates, Equal Opportunity and Affirmative Action requirements apply. If advertising is required, a copy of the advertisement and proof of publications must be submitted to the Department of Community and Business Development.

7. Bid Tabulations

A tabulation of all bids received must be submitted to the Department of Community and Business Development. No bids may be awarded until the bidder has been approved by the Department of Community and Business Development. The name and address of the low-bidder and a listing of the principals of the firm must be submitted to the Department of Community and Business Development for approval.

8. Contracts and Inclusions

The funding recipient must submit a fully executed copy of the contract to the Department of Community and Business Development. All contracts must contain the following provisions:

- Construction Contract Requirements;
- Representations, Certifications, and Other Statements of Bidders;
- Federal Labor Provisions;
- Federal Wage Decision applicable to the project; and
- Verification of Consultant Eligibility.

These provisions are included in this handbook and maybe photocopied for your use.



B. BONDING AND INSURANCE REQUIREMENTS

The Consultant shall maintain, during the entire construction period, sufficient multi-peril liability insurance, workmen's compensation insurance and builder's risk insurance to hold the funding recipient and the County harmless from any liability or breach of contract, or other agreement, arising from the undertaking of the construction project. Bucks County Community Development projects vary so much in size that it is not feasible to specify amounts that would apply to all construction jobs.

The following are the minimum required bonding and insurance provisions. The funding recipient may impose additional requirements as appropriate to protect its interests.

1. Bonding

- a. For contracts under \$100,000, there is no federal requirement. The Department of Community and Business Development **requires** a bid bond of at least 5% of the bid price and performance and payment bonds of at least 100% of the project cost.
- b. For contracts exceeding \$100,000, a bid bond of at least 5% and performance and payment bonds of at least 100% are **required**.
- c. Certified Bank Checks or Letters of Credit will be accepted in lieu of a bond.
- d. All bonding instruments and bonding companies should be verified by the funding recipient or their project management for validity and rating.
- e. The funding recipient is required to obtain an original bond or other acceptable type of bonding instrument and forward a copy to this Department.

2. Insurance

- a. The funding recipient must review all policies and require that they include a ten (10) day notice to the funding recipient prior to cancellation.
- b. **Required Insurance Coverage:**
 - Workmen's Compensation
 - Manufacturer's and Consultant's Public Liability with a recommended limit of \$500,000.
 - Property Damage with at least a \$50,000 limit.

c. Workers Compensation Insurance Explanation

- Insurance coverage is mandatory for all employers who have one (1) or employees, part-time or full-time, including family members.
- Sole proprietors and partners in a partnership are not required to carry Workers' Compensation insurance but may elect to purchase Voluntary Workers' Compensation coverage.
- If the Consultant (sole proprietor and/or partner) does not have workers' compensation insurance, hires a sub-Consultant, the Consultant (sole proprietor and/or partner) is responsible for the workers compensation insurance unless the sub-Consultant can offer proof of insurance.
- Refer to the Pennsylvania Workers' Compensation Law requirements and exclusions for details

d. All Risk

The Consultant will be responsible for any damage to the facility under construction, until it is turned over in its entirety to the funding recipient. Protection against such damage may be required.

3. Copies of Bonds and Insurance Certificates must be filed with the Department of Community and Business Development.



ADVERTISEMENT FOR BIDS - SAMPLE

NOTICE

Sealed bids will be received, publicly opened and considered by (Unit of Government or Agency) on (Date and Time) at (Address of Unit or Agency) for (Briefly describe nature, scope and major elements of work).

Plans, specifications, information for bidders and forms for proposals may be obtained or examined at (list locations).

Bids must be made on the forms furnished by the Owner and must be accompanied by a certified check or bid bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania, in the amount of at least ten percent (10%) of the total price bid made to the Owner.

The successful Bidder will be required to furnish and pay for satisfactory Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract Price with a corporate surety approved by the Owner.

The Bidder's attention is called to the fact that the project is receiving funds under Title I of the Housing and Community Development Act of 1974, as amended and that Davis-Bacon Act applies to this Contract and that the successful Bidder shall pay no less than the Federal Wage Rates determined for the project area as set forth in the Contract Documents. The successful Bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

Award of Contract, if a Contract be awarded, will be to the lowest responsible bidder, but the Owner reserves the unqualified right to reject any or all bids and to waive any informalities.

Name of Official

Title

NOTE:

If the project does not invoke the Davis-Bacon Act, all references to Davis-Bacon and the Federal Wage Rates should be removed from the advertisement.

If the project is receiving Pennsylvania Funding, the Pennsylvania Prevailing Wage information should be added to the bid specs and the advertisement.



**SAMPLE WEIGHTED EVALUATION FACTORS
UTILIZED IN SELECTION OF CONSULTANTS OR CONSULTANTS**

		Possible Points
1.	Experience of Personnel Assigned	
	a) Working with Local Governments	10
	b) Experience with Same Type Project	15
2.	Demonstrated Interest in Project	10
3.	Does the Firm's Schedule for Completion Coincide with Local Requirements?	05
4.	Understanding of Objectives and Familiarity with Specific Problem	15
5.	Ability to Supply all Major Disciplines Necessary to Perform Work	10
6.	Geographic Location	10
7.	Cost of Proposal	20
8.	Sensitivity of Community Involvement	05
TOTAL POINTS		100

NOTE: Use as a basis for supporting the selection of a Consultant or a consultant. The sample criteria maybe useful when determining the responsiveness of the Consultant. Since this is a sample, the criteria maybe changed accordingly.



SAMPLE AGREEMENT FOR CONSTRUCTION CONTRACTS

This agreement, entered into as of this _____ day of _____, 20__, by and between the (Funding Recipient) _____, hereinafter referred to as the Owner and _____, hereinafter referred to as the Consultant, witnesseth:

WHEREAS, the Owner has entered into a contract with the County of Bucks providing Community Development Block grant funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, pursuant to this contract, the Owner wishes to engage the Consultant to render certain technical advice and assistance in implementing the Community Development activities of the Owner;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Work

The Consultant shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Owner, the following:

- a)
- b)
- c)

2. Time of Performance

The services of the Consultant are to commence on _____, 20__, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract; but in any event all of the services required hereunder shall be completed within _____ consecutive calendar days from the date of this Contract.

3. Compensation

For the scope of work described in clause (1) the Owner shall pay the Consultant all allowable and allocable costs that are incurred in the performance of this Contract up to a cost ceiling of \$ _____ which will not be exceeded without formally amending the Contract. Costs will be based on the attached rate schedule.



4. Method of Payment

- a) Invoices will be submitted on a monthly basis as work progresses or
- b) The Owner will pay to the Consultant the amount of \$ _____ which shall constitute full and complete compensation for the construction services hereunder. Such sum will be paid in the following manner, in every case subject to receipt of a requisition for payment from the Consultant:

\$ _____ when the services covered by Section _____, subsection _____, have been satisfactorily completed as, required hereunder, and as determined by the Owner.

\$ _____ when the services covered by Section _____, subsection _____, have been satisfactorily completed, as required hereunder, and as determined by the Owner.

\$ _____ when the remainder of the services required under this Contract have been satisfactorily completed, as required hereunder, and as determined by the Owner.

- c) If the project triggers Davis-Bacon rules and regulations, the invoice shall break-out labor and supply costs separately so as to support Davis-Bacon payrolls.
- d) Davis-Bacon payroll reports to support Davis-Bacon wages will be attached to the invoice.

5. Services Provided by the Owner

(Specify any data to be furnished and when and in what manner they will be provided.)

6. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any Contract work.

7. Termination

- a) Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant is determined.

- b) Termination for Convenience of Owner. The Owner may terminate this contract any time by a notice in writing from the Owner to the Consultant. If the Contract is terminated by the Owner as



provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof relative to termination shall apply.

8. Changes

The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.

9. Assignability

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: Provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

10. Section 3

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and its subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1702). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located

11. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Energy Conservation - ENERGY STAR (Must be included in all housing rehab projects)

All new, gut rehab, moderate rehab or repairs to residential buildings up to three stories shall be designated to meet the standard for ENERGY STAR Qualified New Homes (≤ 80 on the HERS Rating Scale). All procedures used for this rating shall comply with National Home Energy Rating System Guidelines.

13. Terms and Conditions

This agreement is subject to and incorporates the provisions attached hereto as Contracts for Construction Services: Federal Requirements and Federal Labor Standard Provisions

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first written above.

Name of Owner (print or type)

Name of Consultant (print or type)

by _____
Signature

Signature

Date _____

Date _____



FEDERAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The following requirements shall be inserted into all contracts for Community Development activities between funding recipients and Consultants. The Consultant shall also insert these requirements into any subcontract:

This contract is being paid for with federal Community Development Block Grant (CDBG) funds. Therefore, the Consultant and Consultant's SubConsultants are required to comply with the following Federal Laws, regulations and procedures in carrying out work under this contract.

I. Compliance with Other Laws

The Consultant shall be responsible for complying with all federal, state and local laws applicable to the project, including the acquisition of all necessary permits, regardless of whether such requirements are specifically mentioned in this contract.

II. Bonding and Insurance Requirements

The Consultant shall maintain, during the entire term of this project, sufficient multi-peril liability insurance, workmen's compensation insurance and builder's risk insurance to hold the County harmless from any liability or breach of contract or other agreement arising from the undertaking of this project.

III. Civil Rights Requirements

Consultant shall take affirmative steps to assure that small, minority and women's businesses are utilized when possible as sources of supplies, equipment, construction and services, as detailed in the federal requirements relating to minority and women's business enterprises set forth in Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

- b. Title VI of the Civil Rights Act of 1964 and Section 109 of Title I of the Housing and Community Development Act of 1974, which states that no person in the United States shall on the ground of race, color, national origin, sex, or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.
- c. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), which requires that to the greatest extent feasible:
 - 1. Consultant ensure that opportunities for training and employment are given to low and very low income persons residing within the metropolitan area in which the CDBG funded project is located and where feasible, priority should be given to low and very low income residents within the service area of the project or the neighborhood in which the project is located, and to low and very low income participant in other HUD programs; and, that
 - 2. Consultant award contracts for work to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG funded project is located and where feasible, that priority be given to business concerns which provide

economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participant in other HUD programs.

- d. Section 504 of the Rehabilitation Act of 1973, as amended, which states that no otherwise qualified handicapped individual in the United States shall solely by reason of his/her handicap be excluded from employment or participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- e. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self sufficiency for persons with disabilities.
- f. The Americans with Disabilities Act of 1990. This law prohibits discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities. The Act defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.
- g. Political Reform Act of 1974, as amended, relating to conflicts of interest. Consultant shall promptly advise City of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.
- h. Age Discrimination Act of 1975, as amended, which states that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- i. Section 109 of Title I of the Housing and Community Development Act of 1974, which states that no person in the United States shall on the ground of race, color, national origin, sex, or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.
- j. The Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said acts.

IV. Access to Project Records

The Consultant shall provide the funding recipient, the County, the Department of Housing and Urban Development and the Comptroller General of the United States, or any of their duly authorized representatives, access to and copies of all records relating to the project, including



but no limited to providing the County original copies of all contracts entered into between the Funding recipient and its Consultants and subConsultants.

V. Site Access for Inspection Purposes

Provide the Funding recipient, the County and the Department of Housing and Urban Development, or their agents, access to the site of the project for purposes of inspection.

VI. Audit

The Public Body, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

VII. Equal Employment Opportunity for Activities and Contracts Not Subject to Executive Order 11246, as Amended

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall incorporate the foregoing requirement of this paragraph in all subcontract for program work.

VIII. Contracts Subject to Executive Order 11246, as Amended

This contract is subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Consultant shall comply with and cause or require to be inserted in full in any nonexempt subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

"During the performance of this contract the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take



affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice to be provided by the Contract Compliance Officer advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved as a result of such direction by the Department, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.



IX. Federal Labor Standards Provisions

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, all Consultants engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with the assistance provided under this Agreement, shall comply with HUD requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, (outlined in the attached Federal Labor Standards Provisions and made a part hereof), governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Funding recipient of its obligations, if any, to require payment of the higher rates. The Consultant shall cause or require to be inserted in full, in all such subcontracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

No award of the contracts covered under this section of the Agreement shall be made to any subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

X. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Consultant and any of its subcontractor for work funded under this Agreement, in excess of \$100,000, agree to the following requirements:

- A. A stipulation by the Consultant or subcontractor that any facility to be utilized in the performance of non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Consultant that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every non-exempt subcontract and requiring that the Consultant will take such action as the government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

XI. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

XII. Interest of Members, Officers or Employees of Public Body, Member of Local Governing Body, or Other Public Officials

No member, officer or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

XII. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, Consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

XII. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulation, 24 CFR Part 35. Any grants or loans made by the Grantee under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

XIV. Documentation of Rules and Regulations Concerning Equal Opportunity Affirmative Action and Section 3 Employment and Business Opportunities

Copies of 24 CFR Parts 60, 130 and 135 are available from the Bucks County Department of Community and Business Development.











ANTI- LOBBYING CERTIFICATION

All Funding Recipients are required to make a material representation of Anti-lobbying. Part X (D)(5) and Part X(D)(5)(d) of the Funding Recipient's Contract outlines the requirement. As such, specific language regarding anti-lobbying must be included in all subcontracts and agreements as indicated below:

Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into., Submission of this certification is a prerequisite for making or entering into this transaction impose by section 1352, title 31. U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



SECTION 3 CERTIFICATION

TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS

This certification must be included in all contracts and subcontracts.

The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR, Part 135 (published in 38 Federal Register 29220, October 23, 1979) and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project: the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3 and incorporation of the "Section 3 Clause" specified by Section 135.20(b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Compliance with the provisions of Section 3, the regulations set forth in 24CFR, Part 125, and all applicable rules and orders of the Secretary issued there under prior to approval by the Government of the application for this (agreement)(contract) shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant)(recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant)(recipient), its Consultants and subConsultants, its successors and assigns to the sanctions specified by this (agreement) (contract) and to such sanctions as are specified by 24 CFR, Section 135.

Contract Name

Owner/Corporate Officer Name & Title

Date

Authorized Signature



REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

1. Bidder's Certification of Independent Price Determination

A. The bidder certifies that

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

B. Each signature on the bid is considered to be a certification by the signatory that the signatory -

- 1.) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
- 2.) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have 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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization]

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

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

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

2. **Organizational Conflicts of Interest Certification**

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

- A. Result in unfair competitive advantage to the bidder; or
- B. Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

3. **Bidder's Certification of Eligibility**

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

4. **Small, Minority, Women-Owned Business Concern Representation**

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

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



- B. is, is not a women-owned business enterprise. "Women-owned business enterprise", as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- C. is, is not a minority business enterprise. "Minority business enterprise", as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> African 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 |

5. Certification of Eligibility Under the Davis-Bacon Act

(applicable to construction contracts exceeding \$2,000)

- A. By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- B. No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

6. Certification of Nonsegregated Facilities

(applicable to contracts exceeding \$10,000)

- A. The bidder's attention is called to the sections of the Federal Requirements concerned with Equal Employment Opportunity.
- B. "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.
- C. By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it



does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clauses in the contract.

D. The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractor for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will -

- 1) Obtain identical certifications from the proposed subcontractor;
- 2) Retain the certifications in its files; and
- 3) Forward the following notice to the proposed subcontractor (except if the proposed subcontractor have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractor of Requirement for Certification of Nonsegregated Facilities.

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

7. Clean Air and Water Certification
(applicable to contracts exceeding \$100,000)

The bidder certifies that:

- A. Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency List of Violating Facilities;
- B. The bidder will immediately notify the Solicitor's Contracting Officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- C. The bidder will include a certification substantially the same as this certification, including this paragraph (C), in every nonexempt subcontract.



8. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Name of Firm)



**VERIFICATION OF CONTRACTOR ELIGIBILITY AND
TERMINATION OF INELIGIBLE CONSULTANT
CONTRACTOR CERTIFICATION**

I hereby certify that I/we am/are not currently under suspension or debarment by the Commonwealth, any other state, or the federal government,

In the event I/we am/are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

If I/we enter into subcontracts or employ under this contract any subcontractor or individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the County shall have the right to require the termination of such subcontracts or employment, at no cost to the County. I/we agree to reimburse the County for costs and expenses incurred due to my/our non-compliance with terms of this certification requirement.

CONTRACTOR SIGNATURE NAME OF FIRM DATE

SUBCONTRACTOR SIGNATURE NAME OF FIRM DATE

The Contractor may obtain the current list of Contractors suspended or debarred by the State of Pennsylvania by contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717) 783-6472
FAX No. (717) 787-9138

The Contractor may determine whether Contractors have been debarred or suspended by the federal government by contacting:

Bucks County Department of Community
and Business Development
Neshaminy Manor Center
1260 Almshouse Road
Doylestown, PA 18901

Telephone No. (215) 345-3840
FAX No. (215) 345-3865

If any Contractor cannot so certify, the Contractor must submit along with the bid/proposal a written explanation of why such certification cannot be made.



AFFIRMATIVE ACTION PLAN

TO INSURE EQUAL OPPORTUNITY IN HIRING AND EMPLOYMENT FOR ALL WORK FUNDED THROUGH THE BUCKS COUNTY COMMUNITY DEVELOPMENT PROGRAM.

All Contractors and sub-Contractors agree to take the following actions:

1. Endorse the following statement: The undersigned Contractor has agreed that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin.
2. When hiring any subContractors, to provide an opportunity for any minority owned firms located within Bucks County to bid for the job. The Department of Community and Business Development will provide a list of any such firms.
3. Report to the Department of Community and Business Development on the firm's total employees, by race and sex.
4. Send a copy of this Affirmative Action Plan to any collective bargaining organization with which the Contractor has an agreement.
5. Post the Equal Opportunity Poster and this Affirmative Action Plan in conspicuous location available to employees.

(Name of Firm) _____ hereby agrees to abide by the provisions of this Affirmative Action Plan.

Signature and Title



CONTRACTOR'S QUESTIONNAIRE

All Contractors must complete and return this form to:

BUCKS COUNTY DEPARTMENT OF COMMUNITY
AND BUSINESS DEVELOPMENT
NESHAMINY MANOR CENTER
1260 ALMSHOUSE ROAD
DOYLESTOWN, PA 18901

Attach a separate copy of this questionnaire for each subcontractor.

1. Name, Address, Telephone and Employer Identification Number:
(Sole proprietors who do not have an EIN number, please provide
Social Security number)

2. Project Name, Location and Contract Number:

3. Type of Work to be Undertaken:

4. Amount of Contract: \$ _____

5. Are any of the Principal Owners of the Contracting Firm:

a) A Member of a Minority Group: _____

b) Female: _____

c) A Resident of Bucks County: _____



Contractor's Employment: Both prime and subcontractors are to complete this section.

All Contractors and subcontractors undertaking projects funded through the Community Development program will indicate the number of their employees, by race and sex, on this form. Include all employees of the firm, not just those working on the Community Development project.

RACIAL GROUP	# OF MALE EMPLOYEES	# OF HISPANIC MALE EMPLOYEES	# OF FEMALE EMPLOYEES	# OF HISPANIC FEMALE EMPLOYEES
White				
Black/African American				
Asian				
Some Other Race				
More than One Race				

FOR PRIME CONTRACTOR ONLY:

6. Date of Award of Contract: _____
7. How Many Subcontractors will be Employed on this project: _____
8. Estimate Completion Date: _____

Attach a separate copy of this questionnaire for each subcontractor.



PART VIII

PROFESSIONAL SERVICES

CONTRACTING PROCEDURES

Procedures - Step by Step

Procurement and Advertisement

- Sample Advertisement

Section 3

Bids - Tabulation and Award

Formulating the Contract

Evaluation - sample weighted evaluation form

Sample Contract for Professional Services

Another contract form maybe used, however, all of the conditions listed in the sample contract must be included in addition to any other requirements of the Funding Recipient

Attachments to Construction Contract (All are Required)

General Terms and Conditions - either included or attached

Federal Requirements for Construction Contracts

Section 3 Certification

Affirmative Action

Consultant's Questionnaire

PART VIII PROFESSIONAL SERVICES CONTRACTING PROCEDURES

The following are the requirements of the U.S. Department of Housing and Urban Development for procurement of professional services under Section 85.36 of the Common Rule:

A. Service Contracts less than \$10,000

1. A minimum of three (3) price quotes is required.
2. Funding recipients then engage in competitive negotiations with the firms that submitted the price quotes and select the best qualified for the contract.

Please take note that this requirement applies to all professional service contracts, regardless of how small they may be.

For example: If an Owner wishes to use CDBG funds for a legal review of a zoning ordinance, it must obtain three written proposals and enter into competitive negotiations. It cannot simply ask its regularly appointed solicitor to do the work. The only exception to this is if the solicitor, engineer or other professional is a salaried employee whose compensation is independent of the work performed.

B. Service contracts more than \$10,000

1. The funding recipient will be required to issue its own advertisement inviting proposals for the specific project.
2. Funding recipients enters into competitive negotiations with the responding firms.

C. Disallowed Contracting

Funding recipients are not permitted to enter into contracts with Consultants who have been involved in preparing the project application or in making the decision to undertake the project.

For example: Municipal engineers who participate in the project selection process may not be utilized for the preparation of bid specifications or project supervision if such work is to be paid with Community Development funds.

D. Formal Contract Requirement

Any services for which payment will be made with Community Development funds must be covered by a formal contract between the funding recipient and the Consultant.

E. Contract Inclusions

The contract must contain the following provisions and general conditions:

- Fee schedule
- Specified maximum price
- Federal Requirements for Professional Services
- Affirmative Action Plan
- Consultant's Questionnaire.
- Termination of Contract for Cause
- Termination for Convenience of the Funding recipient
- Changes
- Compliance with Local Laws
- Assignability

The contract inclusions are included in this Handbook either as separate documents or in the sample contract.

F. Review and Approval

All contracts must be submitted to the Department of Community and Business Development for review and approval before they are executed.

G. Notice to Proceed

No work may be undertaken until the funding recipient receives a Notice to Proceed and an approved contract is in force.

H. Implementation Documents and Evaluation

A copy of the executed contract must be filed with the Department of Community and Business Development. An evaluation of all proposals from the responding firms must also be submitted to the Department of Community and Business Development.



SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES CONTRACTS

This agreement, entered into as of this _____ day of _____, 20 __, by and between the (Funding Recipient) _____, hereinafter referred to as the Owner and _____, hereinafter referred to as the Consultant, witnesseth:

WHEREAS, the Owner has entered into a contract with the County of Bucks providing Community Development Block grant funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, pursuant to this contract, the Owner wishes to engage the Consultant to render certain technical advice and assistance in implementing the Community Development activities of the Owner;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Work

The Consultant shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Owner, the following:

- a)
- b)
- c)

2. Time of Performance

The services of the Consultant are to commence on _____, 20 __, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract; but in any event all of the services required hereunder shall be completed within _____ consecutive calendar days from the date of this Contract.

3. Compensation

For the scope of work described in clause (1) the Owner shall pay the Consultant all allowable and allocable costs that are incurred in the performance of this Contract up to a cost ceiling of \$ _____ which will not be exceeded without formally amending the Contract. Costs will be based on the attached rate schedule.

4. Method of Payment

- a) Invoices will be submitted on a monthly basis as work progresses or



b) The Owner will pay to the Consultant the amount of \$_____ which shall constitute full and complete compensation for the Professional services hereunder. Such sum will be paid in the following manner, in every case subject to receipt of a requisition for payment from the Consultant:

\$_____ when the services covered by Section_____, subsection_____, have been satisfactorily completed as, required hereunder, and as determined by the Owner.

\$_____ when the services covered by Section_____, subsection_____, have been satisfactorily completed, as required hereunder, and as determined by the Owner.

\$_____ when the remainder of the services required under this Contract have been satisfactorily completed, as required hereunder, and as determined by the Owner.

5. Services Provided by the Owner

(Specify any data to be furnished and when and in what manner they will be provided.)

6. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any Contract work.

7. Termination

a) Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant is determined.

b) Termination for Convenience of Public Body. The Public Body may terminate this contract any time by a notice in writing from the Owner to the Consultant. If the Contract is terminated by the Public Body as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof relative to termination shall apply.



8. Changes

The Public Body may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Public Body and the Consultant, shall be incorporated in written amendments to this Contract.

9. Assignability

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body: Provided, however, that claims for money due or to become due the Consultant from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.

10. Section 3

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and its subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1702). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located

11. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Energy Conservation - ENERGY STAR (Must be included in all housing rehab projects)

All new, gut rehab, moderate rehab or repairs to residential buildings up to three stories shall be designated to meet the standard for ENERGY STAR Qualified New Homes (≤ 80 on the HERS Rating Scale). All procedures used for this rating shall comply with National Home Energy Rating System Guidelines.

13. Terms and Conditions

This agreement is subject to and incorporates the provisions attached hereto as Contracts for Professional Services: Federal Requirements and Federal Labor Standard Provisions



IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first written above.

Name of Owner (print or type)

Name of Consultant (print or type)

by _____
Signature

by _____
Signature

Date _____

Date _____



CONTRACTS FOR PROFESSIONAL SERVICES FEDERAL REQUIREMENTS

I. Audit

The Public Body, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific program for the purpose of making audit, examination, excerpts, and transcriptions.

II. Equal Employment Opportunity for Actions and Contracts Not Subject to Executive Order 11246, as Amended

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant shall incorporate the foregoing requirements of this paragraph in all subcontracts for program work.

III. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Consultant and any of its subConsultants for work funded under this Agreement, in excess of \$100,000, agree to the following requirements.

1) A stipulation by the Consultant or subConsultants that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2) Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.



3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4) Agreement by the Consultant that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Consultant will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

IV. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

V. Interest of Members, Officers or Employees of Public Body, Member of Local Governing Body, or Other Public Officials

No member, officer or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

VI. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.



GENERAL TERMS AND CONDITIONS

(The following terms and conditions must be included in any contract through which Community Development Block Grant funds will be expended.)

I. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Public Body, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Consultant, and the Public Body may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Consultant is determined.

II. Termination for Convenience of Public Body

The Public Body may terminate this Contract any time by a notice in writing from the Public Body to the Consultant. If the Contract is terminated by the Public Body as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section I hereof relative to termination shall apply.

III. Changes

The Public Body may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Public Body and the Consultant, shall be incorporated in written amendments to this Contract.



IV. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

V. Assignability

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body: Provided, however, that claims for money due or to become due the Consultant from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.



SECTION 3 CERTIFICATION

TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS

This certification must be included in all contracts and subcontracts.

The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR, Part 135 (published in 38 Federal Register 29220, October 23, 1979) and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project: the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3 an incorporation of the "Section 3 Clause" specified by Section 135.20(b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Compliance with the provisions of Section 3, the regulations set forth in 24CFR, Part 125, and all applicable rules and orders of the Secretary issued there under prior to approval by the Government of the application for this (agreement)(contract) shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant)(recipient), its successors and assigns. Failure to fulfill these requirements shall subject the a(applicant)(recipient), its Consultants and sub-consultants, its successors and assigns to the sanctions specified by this (agreement) (contract) and to such sanctions as are specified by 24 CFR, Section 135.

Contract Name

Owner/Corporate Officer Name & Title

Date

Authorized Signature



AFFIRMATIVE ACTION PLAN

TO INSURE EQUAL OPPORTUNITY IN HIRING AND EMPLOYMENT FOR ALL WORK FUNDED THROUGH THE BUCKS COUNTY COMMUNITY DEVELOPMENT PROGRAM.

All Consultants and sub-Consultants agree to take the following actions:

1. Endorse the following statement: The undersigned Consultant has agreed that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin.
2. When hiring any sub-consultants, to provide an opportunity for any minority owned firms located within Bucks County to bid for the job. The Department of Community and Business Development will provide a list of any such firms.
3. Report to the Department of Community and Business Development on the firm's total employees, by race and sex.
4. Send a copy of this Affirmative Action Plan to any collective bargaining organization with which the Consultant has an agreement.
5. Post the Equal Opportunity Poster and this Affirmative Action Plan in conspicuous location available to employees.

(Name of Firm) _____ hereby agrees to abide by the provisions of this Affirmative Action Plan.

Signature and Title



CONSULTANT'S QUESTIONNAIRE

All Consultants must complete and return this form to:

BUCKS COUNTY DEPARTMENT OF COMMUNITY
AND BUSINESS DEVELOPMENT
NESHAMINY MANOR CENTER
1260 ALMSHOUSE ROAD
DOYLESTOWN, PA 18901

Attach a separate copy of this questionnaire for each sub-consultant.

1. Name, Address, Telephone and Employer Identification Number:
(Sole proprietors who do not have an EIN number, please provide
Social Security number)

2. Project Name, Location and Contract Number:

3. Type of Work to be Undertaken:

4. Amount of Contract: \$ _____

5. Are any of the Principal Owners of the Contracting Firm:

a) A Member of a Minority Group: _____

b) Female: _____

d) A Resident of Bucks County: _____



Consultant's Employment: Both prime and sub-consultants are to complete this section.

All Consultants and sub-consultants undertaking projects funded through the Community Development program will indicate the number of their employees, by race and sex, on this form. Include all employees of the firm, not just those working on the Community Development project.

RACIAL GROUP	# OF MALE EMPLOYEES	# OF HISPANIC MALE EMPLOYEES	# OF FEMALE EMPLOYEES	# OF HISPANIC FEMALE EMPLOYEES
White				
Black/African American				
Asian				
Some Other Race				
More than One Race				

FOR PRIME CONSULTANT ONLY:

- 6. Date of Award of Contract: _____
- 7. How Many Sub-consultants will be Employed on this project: _____
- 9. Estimate Completion Date: _____

Attach a separate copy of this questionnaire for each sub-consultant.



PART IX

HOW TO RECEIVE GRANT FUNDS

General Information

Payment Methods

Request for Payment Form

Signature Authorization Form



PART IX

HOW TO RECEIVE GRANT FUNDS

The following information describes the procedure by which funding recipients may receive payments from the County for Community Development Projects. The intent is to provide prompt payment to all vendors who have satisfactorily carried out their contractual obligations.

General: After a Community Development project has been approved for funding, the County will enter into a contract with the funding recipient specifying the obligations of each party in undertaking the project. The funding recipient will administer the project in accordance with state and federal law and will provide the County with a signed original copy of all contracts and copies of all other required documents. The County will monitor the performance of the funding recipient and will provide for payments of all eligible project expenses, up to the approved amount. All additional costs are the sole responsibility of the funding recipient.

Method of Payment: The funding recipient will be provided with a copy of the "Request for Payment" form. Each payment invoice will be attached to a separate copy of this form and sent to the Department of Community and Business Development. Payments will be made directly to the vendor. Funding recipients may receive reimbursement for payments they have made to vendors if they provide evidence of payment (front and back copy of a cancelled check). The following are instructions for completing this form:

Line 1: Enter Funding recipient Name and Project Number.

Line 2: Enter amount of payment requested. Attach invoice form.

Line 3: Give brief description of work covered by invoice.

Line 4: Enter name and address of vendor or entity that is to receive payment.

Line 5: The funding recipient's manager or other authorized official shall authorize the County to make payment and certify that all work has been satisfactorily completed. Signature cards containing the name, title, and signature of all those authorized to sign Lines 5 and 6 must be submitted to the County prior to the first payment request. Please use **BLUE** ink when signing.

Line 6: The funding recipient may use this space to note any unusual circumstances, such as a request for partial payment of an invoice.

The remainder of the form is to be filled out by the County. Payments will be made two to four weeks after receipt of the invoice by the County.

**COMMUNITY DEVELOPMENT PROGRAM
SIGNATURE AUTHORIZATION FORM**

The person(s) who will be authorized to submit payment requests to the County for the CDBG funding is required to sign this form. The County must be notified if there is a change in authorized person(s) and a new signature form must be submitted indicating new or additional signatures.

Project Number: _____

Project Name: _____

Funding Recipient: _____

PRIMARY

Name: _____

Title: _____

Signature: _____

ALTERNATE (Optional)

Name: _____

Title: _____

Signature: _____



**COMMUNITY DEVELOPMENT PROGRAM
REQUEST FOR PAYMENT**

TO BE COMPLETED BY FUNDING RECIPIENT:

1. Funding Recipient: _____ Project No.: _____

2. Amount of Payment Requested: \$ _____ (See Note #5 Below) 2A. % of Project Completion _____

3. Make Payment To: (Name) _____

(Address) _____

Certifications: The persons signing this document certify to the following statement: "I have received the attached invoice and find that, to the best of my knowledge, the work has been satisfactorily completed in accordance with the provisions of the Community Development Block Grant Contract, HUD regulations and all applicable Federal and State laws."

4. Payment Authorization: _____
(Signature)

Date: _____
(Typed Name & Title)

5. Please Note the Following:

- a) All payment requests must be submitted by noon on Wednesday of the week prior to payment.
- b) All Request for Payment forms must be accompanied by an invoice, along with a statement outlining the major activities and accomplishments attained with the funding being requested.

TO BE COMPLETED BY THE COUNTY:

Processed By: _____ Reviewed By: _____

Approved By: _____

Project Account: Budget Code: _____	Amount
Total Community Development Funds Allocated:	\$ _____
Less Amount of this Billing:	\$ _____
Less Previous Disbursements:	\$ _____
Remaining Funds in Account:	\$ _____



PART X

RECORD KEEPING AND REPORTING

And PROJECT CLOSE-OUT

Purpose

Reporting Formats

Types of Reports

Proof of Income Requirement

National Objective Documentation Forms

- Low/Mod Area Benefit
- Low/Mod Limited Clientele Benefit
- Low/Mod Housing Benefit
- Slum/Blight Area Benefit

Slum/Blight Spot Basis Benefit (includes Historic Preservation)

How to Determine and Document Income

Quarterly Reporting Requirement

- Background and Purpose
- Quarterly Report
- Quarterly Reporting and Final Progress Report Forms
- CDBG Final Reporting - Performance Measures

PART X RECORD KEEPING, QUARTERLY REPORTING AND PROJECT CLOSE-OUT

PURPOSE

All Funding Recipients are required to keep certain records for each CDBG assisted project, provide a quarterly status report on all open projects and a final project report within 90 days after the final draw. The final project report will include beneficiaries assisted and performance measures attained.

REPORTING FORMATS

The reporting forms are included in this section. Funding Recipients should make photo copies of the original form since quarterly reporting is required.

TYPES OF REPORTS

National Objective and Project Activity Reports
Quarterly Progress Reports
Project Close-Out Report

NATIONAL OBJECTIVE AND PROJECT ACTIVITY REPORT

Documentation Requirements

Each activity, except planning and administration activities, must meet on the CDBG program's three broad National Objectives. At least 70 percent of the County's overall expenditures must be used for activities that benefit low-and moderate-income persons. Therefore, documentation is required for all CDBG projects in order to support the compliance with the National Objective and the overall expenditures level benefit to low-moderate-income persons. Specific types of documentation vary according to the National Objective classification for the project and project type. The National Objective types are:

- Low/Mod Area Benefit
- Low/Mod Limited Clientele
- Low/Mod Housing
- Slum/Blight Area Basis
- Slum/Blight Spot Basis - includes historic preservation projects

The Funding Recipient is required to submit the appropriate documentation to the County's Department of Community & Business Development prior to the start of the project, provide updates if the project changes, or if there is a change in beneficiaries.

The following pages outline the specific types of required documentation for each national objective type and should be used as a guide and accompany the documentation submitted to the Department.

Proof of Income Requirement

For those project requiring proof of income documentation, refer to the Bucks County HOME Program Limits Revised 4/17/06 which is located after the Low/Mod Housing Form. These income limits also apply to the County's CDBG Program.

An Income Eligibility Self-Certification Form is also included and should be filled out by the program participant (benefactor) in order for the Funding Recipient to collect and report the income data. Once the information has been gathered for all project beneficiaries, the Funding Recipient will need to tabulate the results and forward the information and back-up to the County of Bucks Department of Community & Business Development.



LOW/MOD AREA BENEFIT DOCUMENTATION CHECK LIST

The Funding Recipient must maintain the following records regarding low-and moderate-income areas qualifying under the area benefit national object and submit a copy of the documentation to the County.

Funding Recipient Name: _____

CDBG Project Number: _____

- Boundaries of the service area**
Define the service area of the project and the boundaries of the service area.
List the census block groups, including census tracts where the activities occur.

- Map of service area.** Provide a map of the service area.

- Data showing the percent of low-and moderate-income persons residing in the service area.**

Indicate the type of data and attach a copy to this sheet.

- Data showing that the area qualifies under the exception rule if the percent of low-and moderate-income persons in the service area is less than 51 percent.**

(24 CFR 570.208(a)(1)(ii)). The lowest percentage that may qualify of 38.5%.

Indicate the type of data and attach a copy to this sheet.



LOW/MOD LIMITED CLIENTELE DOCUMENTATION CHECK LIST

The Funding Recipient must maintain the following records regarding limited clientele activities and submit a copy of the documentation to the County.

This also includes projects involving the removal of material and architectural barriers that restrict the mobility and accessibility of elderly persons or of adults meeting the definition of "severely disabled". See next page for definition of severely disabled.

Funding Recipient Name: _____

CDBG Project Number: _____

The activity must exclusively serve a group of persons in any one or a combination of categories generally presumed to be principally low and moderate income.

Check the box that applies to the group(s) benefited by this CDBG Project.

- | | | | |
|--------------------------|--|--------------------------|--------------------------|
| <input type="checkbox"/> | Abused Children | <input type="checkbox"/> | Homeless Persons |
| <input type="checkbox"/> | Battered Spouses | <input type="checkbox"/> | Illiterate Adults |
| <input type="checkbox"/> | Elderly Persons | <input type="checkbox"/> | Persons Living with AIDS |
| <input type="checkbox"/> | Severely Disabled Adults - (must meet definition of severely disabled) | | |
| <input type="checkbox"/> | Migrant Farm Workers | | |
- Provide documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be low-and moderate-income persons as checked above, **or**
- Documentation describing how the nature and, if applicable, the location of the activity establishes that it is used predominately by low-and moderate-income persons; **or**
- Provide documentation showing income eligibility requirements that limit the activity exclusively to low-moderate-income persons; **or**
- Data showing the size and annual income of the family of each person receiving the benefit and that at least 51% of those served are low/mod.



Definition of Severely Disabled

Persons are considered severely disabled if they:

1. Use a wheelchair or another aid for 6 months or longer
2. Are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking).
3. Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone).
4. Are prevented from working at a job or doing housework.
5. Have a medical condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation, or
6. Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).



LOW/MOD HOUSING BENEFIT DOCUMENTATION CHECK LIST

The Funding Recipient must maintain the following records on housing activities and submit a copy of the documentation to the County.

Funding Recipient Name: _____

CDBG Project Number: _____

- A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-unit structure assisted and the number of those units which will be occupied by low-and moderate-income households after assistance;

- The total cost of the activity, including both CDBG and non-CDBG funds; and
_____ Total Cost Including CDBG Funds
_____ Total Cost Including Non-CDBG Funds

- For each unit occupied by a low-and moderate-income household,
size,
ethnicity, and
income of the household.

In addition to the above, the following is for Rental Housing only:

- Rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

- Information as necessary to show the affordability of units occupied (or to be occupied) by low-and moderate-income households pursuant to criteria established and made public by the recipient.



BUCKS COUNTY HOME AND CDBG PROGRAM LIMITS

REVISED 4/17/2006

Income Limits (% of Median Family Income - MFI):

Household Size	30%	50%	60%	80%	100%
One Person	15,150	25,250	30,300	40,400	50,500
Two Persons	17,300	28,850	34,620	46,150	57,700
Three Persons	19,500	32,450	38,940	51,950	64,900
Four Persons	21,650	36,050	43,260	57,700	72,100
Five Persons	23,400	38,950	46,740	62,300	77,900
Six Persons	25,100	41,800	50,160	66,950	83,600
Seven Persons	26,850	44,700	53,640	71,550	89,400
Eight Persons	28,600	47,600	57,120	76,150	95,200

Note: For rental projects, no household's income can exceed 60% of MFI. In addition, 20% of the units must be occupied by households with incomes that do not exceed 50% of MFI.

For homeownership projects, no household's income can exceed 80% of MFI.

Per Unit Subsidy Limits:

Unit Size	Per Unit Limit
Efficiency	108,104
One Bedroom	123,919
Two Bedroom	150,687
Three Bedroom	194,936
Four Bedroom	213,979

Gross Rent Limits:

	Efficiency	One BR	Two BR	Three BR	Four BR
Fair Market Rent	*649	742	886	1,061	1,262
50% HOME Rent Limit	631	676	811	937	1,045
65% HOME Rent Limit	800	859	1,032	1,184	1,301

Note: The HOME Program establishes the maximum gross rent standard, which is the lesser of the Fair Market Rent or the 65% HOME Rent Limit. In addition, 20% of the rental units in a project cannot have gross rents that exceed the 50% HOME Rent Limit. Gross rent is defined as the contract rent plus a utility allowance for all utilities paid by the tenant. Please contact the Bucks County DCBD for the applicable utility allowances.

*The maximum gross rents are denoted in bold type.



**COUNTY OF BUCKS CDBG PROGRAM
SELF-CERTIFICATION FORM FOR FAMILY INCOME**

Funding Recipient _____ CDBG Project Number: _____

Community Development Block Grant request for fiscal year: _____

The information you provide regarding your family income will be part of the Funding Recipient's file (as listed above) request for CDBG Funding and must be filled out for each family benefiting from the CDBG program improvement. The information will be confidential, but may require verification.

Instructions: Check the appropriate box that represents the income level according to family size of your family.

FAMILY SIZE (Persons per Family)	BELOW 30% MFI	BETWEEN 30 - 50% MFI	BETWEEN 50 - 80% MFI	ABOVE 80% MFI
1	<input type="checkbox"/> \$15,150	<input type="checkbox"/> \$15,150 - \$25,249	<input type="checkbox"/> \$25,250 - \$40,400	<input type="checkbox"/> \$40,400
2	<input type="checkbox"/> \$17,300	<input type="checkbox"/> \$17,300 - \$28,849	<input type="checkbox"/> \$28,850 - \$46,150	<input type="checkbox"/> \$46,150
3	<input type="checkbox"/> \$19,500	<input type="checkbox"/> \$19,500 - \$32,449	<input type="checkbox"/> \$32,450 - \$51,950	<input type="checkbox"/> \$51,950
4	<input type="checkbox"/> \$21,650	<input type="checkbox"/> \$21,650 - \$36,049	<input type="checkbox"/> \$36,050 - \$57,700	<input type="checkbox"/> \$57,700
5	<input type="checkbox"/> \$23,400	<input type="checkbox"/> \$23,400 - \$38,949	<input type="checkbox"/> \$38,950 - \$62,300	<input type="checkbox"/> \$62,300
6	<input type="checkbox"/> \$25,100	<input type="checkbox"/> \$25,100 - \$41,779	<input type="checkbox"/> \$41,800 - \$66,950	<input type="checkbox"/> \$66,950
7	<input type="checkbox"/> \$26,850	<input type="checkbox"/> \$26,850 - \$44,699	<input type="checkbox"/> \$44,700 - \$71,550	<input type="checkbox"/> \$71,550
8	<input type="checkbox"/> \$28,600	<input type="checkbox"/> \$28,600 - \$47,599	<input type="checkbox"/> \$47,600 - \$76,150	<input type="checkbox"/> \$76,150

How many hours do you work each month? _____ Gender of head of household: Male Female

Is Head of Household Over 62 years of age? Yes No

Race and Ethnicity

	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	SOME OTHER RACE	MORE THAN ONE RACE
HISPANIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NON HISPANIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Income Verification

I certify that this income information is correct and I understand that the information I have provided on my family income **is subject to verification** by authorized representatives of the County of Bucks and the United States Department of Housing and Urban Development (HUD).

Signature: _____

Date: _____

Name: _____

Address: _____

(Printed Name)



SLUM/BLIGHT AREA BENEFIT DOCUMENTATION CHECK LIST

Funding Recipient Name: _____

CDBG Project Number: _____

Records to be maintained by the Funding Recipient and copy submitted the County.

- Boundaries of the area
- Description of the conditions that qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the qualifying criteria (i.e., in accordance with 570.208(b)(1), the area meets a definition of a slum, blighted, deteriorated or deteriorating area under state or local law).
- How the assisted activity addressed one or more of the conditions that contributed to the deterioration of the area.

Residential rehabilitation activity:

- Local definition of "substandard" that must be at least as stringent as the Housing Quality Standards (HQS) - used the Section 8 Housing Assistance Payment Program - Existing Housing.
- Pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
- Details and scope of CDBG-assisted rehabilitation, by structure.



SLUM/BLIGHT SPOT BASIS BENEFIT DOCUMENTATION CHECK LIST

INCLUDES HISTORIC PRESERVATION

Funding Recipient Name: _____

CDBG Project Number: _____

Records to be maintained by the Funding Recipient and a copy forwarded to the County for spot elimination of slum and blight.

- A description of the specific condition of blight or physical decay treated, and
- For rehabilitation carried out under this category, a description of the structure, including:
 - ❖ The specific conditions detrimental to public health and safety that were identified, and
 - ❖ Details and scope of the CDBG-assisted rehabilitation, by structure



HOW TO DETERMINE AND DOCUMENT INCOME

The Funding Recipient is required to determine and document income of the beneficiaries of the CDBG funded project. Check appropriate box and attach documentation.

- Annual Income** - must include all adults in a family during the 12 months following the effective date of the determination.
- Annual Income as defined under Section 8 Housing Assistance Payments Program (24 CFR 5.609)
- Adjusted gross income as defined for purposed of reporting under IRS Form 1040 (long form)
- Annual income as defined for reporting under the Census long form for the most recent available decennial Census.

To determine income-eligibility, there are several options:

- Evidence that the household/person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of low/mod income household/person, such as JTPA and welfare programs, or,
- Evidence that the assisted person is homeless, or,
- Verifiable certification from the assisted person that his/her family income does not exceed the applicable income limit, or,
- Obtain referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low/mod persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.

QUARTERLY REPORTING REQUIREMENT

Background and Purpose

With the implementation of the new Performance Measurement Reporting requirement, HUD has instituted quarterly reporting for all open CDBG projects. The purpose is to provide HUD with current data for capture, national roll up and report achievements and investments to the Office of Management and Budget (OMB) so that HUD may meet their obligation to assess program performance.

Quarterly Report

Each Funding Recipient will report on the status of all open projects on a quarterly basis. The information will include a combination of a one or two sentence narrative and statistical information which is outlined below:

- ❖ Actions taken over the quarter
- ❖ Projection of events scheduled over the next two months
- ❖ List any changes to project
- ❖ Description of any affirmative marking actions which were implemented.
- ❖ List of completed actions with dates.
- ❖ Number of unduplicated persons benefited during the quarter
- ❖ Race and ethnicity of persons benefited
- ❖ Number of unduplicated persons benefited by low-mod category

Forms for quarterly reporting are included in this section. Funding Recipients will need to make a copy to ensure that a form will be available for future use.

PROJECT CLOSE-OUT (FINAL REPORT)

A final project report is required to be submitted along with the last draw down request or within 90 days after the last drawn down has been submitted. The report also includes a report on the performance measures. Reporting forms are included in this section and should be copied for use.

Performance Measures

What are performance measures and why is the additional reporting necessary?

Performance measures is an organized process for gathering information to determine how well programs and activities are meeting established needs and goals.

At the Federal level, performance measurement is no longer a choice. By law, all Federal agencies are required to measure the outcomes of their programs. Additionally, program results are directly linked to funding decisions and public support for programs. Collectively, CPD funding recipients must be able to demonstrate the positive effects their programs have on



communities and individuals. To meet its obligation to assess its program performance, HUD must require funding recipients to provide information on their achievements and investments since program objectives and activities are determined and implemented locally. If CPD funding recipients do not provide this information, HUD will be unable to fully comply with Congressional and executive performance measurement mandates. This is likely to have a direct impact on future funding for CDBG, HOME, HOPWA and ESG programs.

The directive for performance measurement requirement can be found in the Federal Register, Tuesday, March 7, 2006, Part III, A Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs.

Types of Activities

The following activities are covered by the system.

- Housing
- Economic development
- Homeless housing and support
- Housing for persons with AIDS
- Public services
- Public facilities
- Neighborhood-based revitalization efforts

Form Selection and Completion

Each activity type is linked to specific questions that must be answered. These questions will be provided for each activity type (project) and should not be deviated from.

The funding recipient should select the appropriate reporting form based on their activity type and fill in the blanks for each question.

COUNTY OF BUCKS CDBG QUARTERLY and FINAL PROGRESS REPORT

Report for Quarter Ending: June 30 September 30 December 31 March 31 FINAL

Funding Recipient: _____ Contact Person: _____

Project Title: _____ Project #: _____ Program Year: _____

BENEFICIARY INFORMATION:

1. Number of unduplicated persons benefiting during the quarter: _____

2. **Race and ethnicity of persons benefited:** In accordance with HUD standards, Hispanic is an ethnic category that cuts across all races. After identifying each participant as one of the races below, identify if their ethnicity is Hispanic or Non-Hispanic. Total the number of Hispanic and Non-Hispanic in the right hand column and total each column across the bottom.

Month	Total # Persons Assisted	Non-Low/Mod Clients	Moderate-Income Clients (81 - 100% median)	Low-Income Clients (51 - 80% of median)	Extremely Low Income Clients (<30% of median)	Hispanic	Non-Hispanic	White	Black/African American	Asian	American Indian/Alaskan Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White	Asian and White	Black/African American and White	American Indian/Alaskan Native and Black	American Indian/Alaskan Native and Black/African American	Other Multi-racial	Persons with Disabilities	Female Head of Household
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
SEP																				
OCT																				
NOV																				
DEC																				
JAN																				
FEB																				
MAR																				
APR																				
MAY																				
JUN																				
JUL																				
AUG																				
TOTAL																				



**COUNTY OF BUCKS
CDBG FINAL REPORT - PERFORMANCE MEASURES
HOUSING ACTIVITIES**

Funding Recipient: _____ **Contact Person:** _____

Project Title: _____ **Project #:** _____ **Program Year:** _____

All rental housing activities are required to report the following information:

1. What is the total number of units in the activity? _____
2. What is the total number of **affordable** units? _____
3. What is the total number of units meeting Energy Star standards?
(Energy Star is a whole-house building and inspection standard for new construction and gut rehab intended to achieve significant energy savings for the owner and/or tenant over time. See the Part IV of the handbook for more information about this standard.) _____
4. What is the total number of units meeting Section 504 accessibility standards? _____

The following questions apply only to those units designated as affordable:

5. What is the number of years that affordability restrictions apply? _____
6. What is the number of assisted units that are occupied by elderly households? _____
7. What is the number of units subsidized by project-based rental assistance through a Federal, state or local program? _____
8. What is the number of units designated for persons with HIV/AIDS, including units receiving assistance for operations. _____
9. Of the number of unites designated for persons with HIV/AIDS, what is the number specifically designated for the chronically homeless? _____
10. What is the number of units of permanent housing designated for homeless persons and families, including units receiving assistance for operations? _____
11. Of the number of permanent housing unites, how many are specifically designated for the chronically homeless? _____

The following questions apply to rental rehabilitation and to the conversion of Non-residential buildings to residential buildings:

12. What is the number of units created through conversion of nonresidential buildings to residential buildings? _____
13. What is the number of units brought from substandard to standard condition, meaning, HQS or local code, whichever is applicable)? _____
14. What is the number of units brought into compliance with the lead safe housing rule (24 CFR part 35)? _____



**COUNTY OF BUCKS
CDBG FINAL REPORT - PERFORMANCE MEASURES
PUBLIC SERVICE ACTIVITIES**

Funding Recipient: _____ **Contact Person:** _____

Project Title: _____ **Project #:** _____ **Program Year:** _____

1. What is the goal of the activity? _____

2. Explain how the goal was met.

3. Selection one objective and one outcome that best reflect the goal or purpose of the activity.

Objective

- Suitable Living Environment
- Decent Housing
- Economic Opportunity

Outcome

- Availability/Accessibility
- Affordability
- Sustainability

4. What is the number of persons assisted with **new** access to a service? _____

(New access to a service is when a service did not previously exist;
The service is officered for the first time.)

5. What is the number of persons assisted with **improved** access to a service? _____

(Improved access to a service is when a service was offered, but the
Public service activity allowed the grantee to expand the service, in terms
of size, capacity, or location. This includes activities that result in a
greater number of people using an existing service.)

6. What is the number of persons that no longer only have access to a
substandard service? _____

(This question relates to where the public service activity was used to
meet a quality standard or measurably improved quality.)



**COUNTY OF BUCKS
CDBG FINAL REPORT - PERFORMANCE MEASURES
PUBLIC FACILITIES ACTIVITIES**

Funding Recipient: _____ **Contact Person:** _____

Project Title: _____ **Project #:** _____ **Program Year:** _____

1. What is the goal of the activity? _____

2. Explain how the goal was met.

3. Selection one objective and one outcome that best reflect the goal or purpose of the activity.

Objective

- Suitable Living Environment
- Decent Housing
- Economic Opportunity

Outcome

- Availability/Accessibility
- Affordability
- Sustainability

4. What is the number of persons assisted, that have **new access** to a facility or service? _____

(New access to a public facility is when the facility did not previously exist and is provided for the first time.)

5. What is the number of persons assisted with **improved access** to a facility or Infrastructure benefit? _____

(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

6. What is the number of persons that **no longer** have access to only a substandard facility or infrastructure? _____

(This question relates to where the public facility activity was used to meet a quality standard or measurably improved quality.)

7. What is the number of beds created in overnight shelter or other emergency housing? _____



PART XI
AFFIRMATIVE MARKETING-

Affirmative Marketing Plan - Statement of Policy

Affirmative Fair Housing Marketing Plan Forms
HUD Form 935.2 (08/02/2004)



**BUCKS COUNTY
AFFIRMATIVE MARKETING PLAN
STATEMENT OF POLICY**

INTRODUCTION

This Statement of Policy has been developed in accordance with the requirements for the federal Home Investment Partnership (HOME) Program, and in furtherance of the Bucks County commitment to non-discrimination and equal opportunity in housing for all of its residents.

Purpose

Bucks County believes that individuals of similar economic levels in the same housing market area should be afforded a like range of housing choices and opportunities regardless of race, color, religion, sex, familial status, disability or national origin. It is the County's intent to assure that any group(s) of persons normally not likely to apply for assisted housing without special outreach efforts, know about new housing opportunities and feel welcome to apply and have the opportunity to rent.

Project Applicability

This policy applies to any rental or ownership project containing more than five (5) units, funded with HOME, CDBG, or other County program money, including the acquisition, rehabilitation, construction or reconstruction of properties for the benefit of low/moderate income persons, homeless, and those with physical or mental disabilities.

Excluded Projects

Affirmative marketing procedures described below do not apply to programs that provide tenant-based rental assistance, owner-occupied rehab, or downpayment assistance only (i.e., not tied to a specific HOME project). Furthermore, affirmative marketing procedures will also not apply to households receiving Housing Choice Vouchers who are seeking admission to a HOME-assisted project, and projects that qualify as group homes (under HUD's definition). However, funding recipients of these projects are expected to market their programs in a manner consistent with affirmative marketing principles and procedures.

Dissemination of County's Affirmative Action Statement

All housing funding recipients will receive a copy of this statement, which will become part and parcel of the contract between the County and the funding recipient for any program funding assistance provided.

Limited English Proficiency

The County will work with organizations representing minority communities to ensure the availability of fair housing information for those persons with limited English proficiency. Specific actions may involve the translation of printed materials and working with minority-owned printed media, churches, and other community organizations to disseminate information to persons falling into this group.



AFFIRMATIVE MARKETING IMPLEMENTATION PROCEDURES

Bucks County Department of Community and Business Development shall inform the public, potential tenants, funding recipients/owners of rental/ownership projects of this policy and fair housing laws through one or more of the following:

1. Publication of public notices in papers of general circulation serving the entire County;
2. Publication and distribution of printed materials, including fact sheets, brochures, and reports;
3. Provision of written information to project developers, owners, and sponsors; and,
4. Inclusion of Affirmative Marketing information in agreements authorizing funding for the acquisition, construction, or rehab of housing units assisted with Program funding.

Affirmative Marketing Plan Requirement

All owners, developers, and sponsors of assisted housing unit projects with five (5) or more units shall be required to develop and implement an affirmative marketing plan describing procedures for:

1. Soliciting renters or buyers;
2. Determining individual applicant eligibility; and,
3. Conducting any and all transactions of providing housing affordable to low/moderate income persons and families.

Affirmative Marketing Plan Required Elements

All funding recipients must develop an affirmative marketing plan for each project funded under the County's Program. The plan must describe specific action(s) that will be undertaken to ensure that all groups have equal access to housing opportunities, particularly those hard to reach without special outreach efforts.

A funding recipient's Fair Marketing Plan must contain the following minimum elements:

1. A description of how the funding recipient plans to inform the public and potential tenants/owners about federal fair housing laws and the County's affirmative marketing policy. This shall include information on the
 - a. Definition of target income group(s), including those hard to reach and those with disabilities;
 - b. Message (in writing) used to reach out to target groups;
 - c. Media to be employed to disseminate information (e.g., newspapers, radio); and,
 - d. Description of partnering organizations (e.g., housing counseling agencies, civic organizations, religious congregations, fraternal organizations) and method for reaching out to members (e.g., presentations, workshops)
2. Description of the procedures for:
 - a. Establishing eligibility for an assisted unit
 - b. Choosing among a pool of equally eligible occupants
3. Description of procedures to be used to inform and solicit applications from persons in the housing market areas who are least likely to apply for the housing without special outreach, including members of federally and state designated protected classes, as well as procedures to ensure equal opportunity for occupying available units.
4. A description of the marketing target area. The target marketing area may include the entire County or a sub-area (e.g., a municipality or group of municipalities). The funding recipient will need to justify the basis for the selected target marketing area. It should be noted that



the target market area shall not constitute automatic basis for qualifying or disqualifying an individual or family for equal opportunity of access and consideration. The target marketing strategy shall be only a means to identify and provide information to traditionally disadvantaged income groups and protected classes in being informed of available housing and the opportunity of applying and being selected for occupancy.

5. A description of the number and location of units that will be developed for occupation by persons who suffer from visual, hearing, or other physical impairment.
6. A listing of records that the funding recipient will keep and provide the County, regarding efforts made to affirmatively market Program-assisted units, and to assess the results of these actions. Records to be kept shall include
 - a. Information about all the affirmative actions taken documenting compliance with these procedures
 - b. Information about each person that contacted the funding recipient interested in any of the units
 - c. Information about each applicant that was qualified or disqualified and the reasons for the same.
 - d. Information about each tenant/homeowner in each unit.
 - e. Information about the number of units that were vacant, including
 - (1) type of unit (e.g., garden apartments, townhouses)
 - (2) number of accessible units
 - (3) number of bedrooms
 - (4) rent/sales price range
 - (5) income requirements
 - (6) utility and other amenities available
 - (7) contact person name, phone, fax, or e-mail
 - (8) vacancy and occupancy dates

Advertisement & Publicity

Advertisements

All advertisements, printed brochures, and written communication between the project owner/developer/sponsor and the tenants or homebuyers shall include an Equal Housing Opportunity logo (a copy can be obtained from www.housingconnections.org). Any advertisement shall be conducted on newspaper(s) with daily circulation, radio, or television, covering the entire target market area.

Fair Housing Poster

Owners/developers/sponsors of assisted projects must display HUD's fair housing poster in rental/selling offices or other appropriate locations.

Special Outreach

Owners/developers/sponsors must solicit applications for vacant units from persons in the housing market who are least likely to apply for an assisted housing unit without the benefit of outreach efforts. Some of the methods that may be considered include distribution of flyers in minority neighborhoods (e.g., community centers, churches) and use of minority media.



TIMELINESS OF OUTREACH EFFORTS

Special outreach efforts do not stop with initial occupancy but are ongoing. Moreover, outreach activities are to be undertaken as long as the waiting list remains open. Should the waiting list be closed at any time, special outreach efforts may be discontinued until such time as the waiting list is re-opened. In such event, the Marketing Agent shall notify the County of the intent to begin marketing activities. This notification is to be submitted in writing to the County's HOME Program Administrator. The notification should include the dates anticipated for both affirmative marketing and general marketing activities. Affirmative marketing activities must begin at least 30 days prior to general marketing activities. The County may at any time monitor the implementation of the plan and request modification in its format or content, whenever it deems necessary.

STEPS REQUIRED WHEN UNIT BECOMES VACANT

The following procedure will be followed when an existing unit becomes available:

1. At least 30 days prior to unit vacancy, county service organizations will be notified with information about the availability, location, unit size, rent, income requirements, services available, along with information about the contact person including at minimum, name, address, and phone number. A listing of service organizations is attached.
2. If a waiting list is kept, it should be reviewed to identify the next person on the waiting list. If the unit is accessible to persons with disabilities, preference will be given to the person or family on the list that could best take advantage of the accessibility accommodations provided by the unit.

TRAINING REQUIREMENTS

Furthermore, funding recipients must undergo fair housing training provided by the County (or a designee) to ensure that the funding recipient and its staff have an understanding of

- Federal and Pennsylvania Fair housing laws;
- Fair housing practices including advertising and soliciting applications (targeted populations should include those least likely to apply);
- Records that must be kept to document compliance; and,
- Required reporting information

The training shall be a condition of funding and required prior to the starting of each project, and shall occur no less than once every two years.

ASSESSMENT OF SUCCESS

Monitoring Activities

As part of its on-site monitoring responsibilities, the County will assess the marketing procedures employed by individual funding recipients and their success. To this end, the County will compare predetermined occupancy goals with actual occupancy data that the project owner/developer/sponsor is required to maintain, along with outreach efforts undertaken to accomplish the goals.

As part of the monitoring effort, any problems and corrective measures will be identified provided in writing to the project owner/developer/sponsor. If, upon given the opportunity to take the appropriate corrective measures, there is continued failure to meet the Affirmative Marketing requirements, the matter will be reported to HUD and the project owner/developer/sponsor will be prohibited from further participation in County Program assisted housing projects.



Review of Affirmative Marketing Procedures

Bucks County will periodically review its affirmative marketing procedures to determine whether they are still appropriate to prevailing market conditions and any demographics. The County will also report information in its Consolidated Annual Performance Report (CAPR) to HUD, regarding any and all activities conducted, the results obtained, and any corrective actions that may have to be undertaken.

Preparation of Analysis of Impediments

At minimum, every five years, the County will review and update its Analysis of Impediments. Part of this endeavor will be a comprehensive review of all actions, measures, procedures, and identify any corrections or other appropriate initiatives to ensure equal opportunity for housing and employment for all.

Comments/Questions

Comments or questions regarding the Bucks County Affirmative Marketing Procedures should be directed to:

Vitor A. Vicente, Director
Bucks County Department of Community & Business Development
Neshaminy Manor Center
1260 Almshouse Road
Doylestown, PA 18901





ADDITIONAL REFERENCES - WEB SITE ADDRESSES

Audits - Check Status of - Search Single Audit Database

<http://harvester.census.gov/sac/dissemin/asp/incompleteEntity.asp?submit=Return+to+Status+Entity+Search>

Census Information

http://pasdc.hbg.psu.edu/pasdc/census_2000/Data/SF3/DP1-DP4/Bucks.html
<http://www.census.gov/>

Davis-Bacon Prevailing Wages

<http://www.access.gpo.gov/davisbacon/CurrentWageDecisions>
<http://www.wdol.gov/archdba.aspx> (Archived Wage Decisions)

Dun & Bradstreet - to obtain a DUNS Number

1-866-705-5711

<https://eupdate.dnb.com/requestoptions.html>

ENERGY Star

www.hud.gov/energystar/cdbg.cfm
www.energystar.gov

Fair Housing and Section 504

<http://www.hud.gov/offices/fheo/>
<http://www.hud.gov/offices/fheo/FHLaws/yourrights.cfm>
<http://www.hud.gov/offices/fheo/promotingfh.cfm>
<http://www.hud.gov/offices/fheo/disabilities/sect504docs.cfm>

Federal Labor Standards Provisions

www.hudclips.org/sub_nonhud/cgi/pdfforms/4010.pdf

Historic Preservation Sites

Historic Neighborhoods:

<http://www.livingplaces.com/historicneighborhoodsindex.html>

Pennsylvania Historic Museum Commission:

<http://www.phmc.state.pa.us/bhp/inventories/overview.asp?secid=25>

Department of Interior National Parks Service - Historic Rehab Guidelines

<http://www.cr.nps.gov/hps/tps/standguide/index.htm>

HUD - Community Development Library

<http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm>

Procurement - State Contracts

<http://www.dgs.state.pa.us/>

Relocation Policy

<http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/handbook1374.cfm>

Section 3

<http://www.hud.gov/offices/fheo/section3/section3.cfm>

