

# Request for Proposal

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*RFP: TJPDC-2024-03 PDC Development Grant*

## Organizational Overview

Planning District Commissions (PDCs) are established and organized under the Regional Cooperation Act (*Code of Virginia*, 15.2-4200). The Thomas Jefferson PDC (Region 10) was formed in 1972 to provide a forum for discussion of issues that member local governments have in common, or on which there is disagreement, to work to decrease fragmentation in government, to plan cooperatively for the future, and to provide planning services to member local governments as requested. As a public body, the TJPDC strives to include the public in decision-making. The TJPDC is guided by a locally appointed twelve-member commission, of which at least 51% are local elected officials. Member localities include the City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson. The TJPDC serves our local governments by providing regional vision, collaborative leadership, and professional service to develop effective solutions, often in the form of technical and program services.

## Purpose of Solicitation

The Thomas Jefferson Planning District Commission (TJPDC) seeks submissions from for-profit and non-profit developers for projects that would increase the inventory of affordable housing in the region through the development of new units. Successful offerors will be awarded funding from the \$2 million granted to the TJPDC from Virginia Housing as a part of a \$40 million grant program to Virginia's Planning District Commissions.

The TJPDC awarded funds to several development partners through this grant in 2022, and funds in the amount of \$660,000 are available for the award at this last stage of the project. Current partners are not excluded from submitting proposals for this grant. However, please note that acceptance of any proposal from a current partner may necessitate a contract amendment or new contract.

## Background

On July 13, 2021, Virginia Housing announced \$40 million in grants to Virginia's 21 Planning District Commissions for new housing initiatives. TJPDC was awarded \$2 million to support new affordable housing units in the region. This initiative builds on years of regional coordination among housing providers, service providers, developers, and residents to address the affordable housing gap.

In 2018, the TJPDC, in partnership with various stakeholders, created the Central Virginia Regional Housing Partnership (CVRHP) to enhance regional coordination in addressing unmet housing needs, focusing on housing production and preservation. The partnership serves as the backbone for coordinating efforts across stakeholders and service providers to leverage resources for meaningful impacts.

In addition to the CVRHP, the TJPDC manages federal and state funding for new housing development, home rehabilitation, and rental/mortgage relief. Programs include:

- **HOME Consortium:** Provides down payment assistance and home rehabilitation funds.
- **Housing Preservation Grant:** Assists with the rehabilitation of existing homes in rural areas.
- **Porchlightva.org:** A web-based service to find affordable rental housing.

The \$2 million from Virginia Housing marks a significant advancement for TJPDC's efforts in promoting and achieving regional affordable housing goals.

## Project Scope and Period of Performance

The scope of work is intended to collect critical details about an agency's experience and capacity for the development of new affordable units and a project's suitability for receipt of funding from the PDC Housing Development Grant.

### Period of Performance:

- All units created using VA Housing PDC Development Grant funds under this RFP are to be completed and move-in ready, including Certificate of Occupancy, by June 30, 2025.

### Eligible Uses of Funds:

- New rental or homeownership units for households with incomes less than 80% AMI
- Gap funding for new affordable units
- Soft costs, material costs, equipment costs, contractor fees, and project specific marketing relating to the development of new affordable units

### Ineligible Uses of Funds:

- Development of a new land trust
- Land banking
- Funding of units proffered as part of rezoning
- Development of emergency shelter, rental assistance, or owner-occupied rehabilitation
- Subsidizing fully funded units that are planned but not yet constructed

### Compliance with Grant Handbook Guidelines:

All offerors must follow the stipulations outlined in the Virginia Housing Planning District Commission Housing Development Program Handbook (Attachment B) or most recent version. This includes compliance with all procedural, financial, and reporting requirements. Failure to comply with these guidelines may result in termination of funding or other corrective actions. Offerors must familiarize themselves with the handbook and ensure all activities and expenditures are in full accordance with the specified requirements.

### Reporting and Compliance:

- **Status Reports:** Quarterly status reports detailing project progress.
  - **Due Dates:** October 8, January 8, April 8, and July 8.
- **Inspections:** Units are subject to inspection by Virginia Housing and/or TJPDC staff near the completion of the unit, prior to move-in.

### Reimbursement process:

- **Reimbursement Submission:** Quarterly via the Grants Management System.
  - **Due Dates:** October 8, January 8, April 8, and July 8.
- **Required Documentation:**
  - Cover Sheet
  - Project Workbook
  - Remittance Request
  - Supporting documentation for expenditures (receipts, invoices, check images, etc.)

### Project Outline

Please attach documentation or written answers to the following criteria. Submissions must address the following factors:

#### Supply to be Created:

- Total number of newly constructed affordable units
- Number of units affordable to household incomes less than 80% AMI
- Number of units affordable to household incomes less than 60% AMI
- Number of units affordable to household incomes less than 40% AMI
- Commitment period for affordability

#### Project Experience, Capacity & Readiness:

- Demonstration of history of providing affordable housing
- Demonstration of organizational financial viability and the financial feasibility of the project
- Brief description of site control, if applicable
- Description of location of project – city, county, or town in TJPDC region as well as general description of location within the locality
- For land pursuit and assembly, brief demonstration of history of successful land acquisition
- Brief descriptions of the planning, design, pursuit, and/or construction process
- A broad project timeline and/or construction schedule
- Description of future or past public participation process
- Description of regulatory compliance with current zoning, for by-right development, or description of ongoing rezoning process

#### Budget Information:

- Total grant request from TJPDC. The request is not required to be the total available funds.
  - a. A total of \$660,000 in grant funds is available
  - b. Of the above total, a maximum of \$355,000 may be used for property acquisition
- Application includes a listing of all current and committed funding sources, amounts from each source, and existing funding gaps
- Offeror provides a description of how the PDC grant and other funding sources shall be used
- PDC grant funds allocated per housing unit

## Specific Information Requested Within Proposal

The proposal shall, at a minimum, include the following items:

- A summary of how the offeror will address the items in the Project Outline section above
- Business'/Individual's legal name, address, and telephone number
- Experience and Qualifications of 'key' personnel to be assigned to the project
- A description of the company's or individual's prior experience, including any similar projects
- At least three references from clients for whom the offeror has completed similar work products, including the time services were provided. Please provide a summary of the work performed and client contact information.
- Estimated cost of 'nonprofessional' service. (*Professional services per VPPA section 2.2-4301 defines 'professional services' as "work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. "Professional services" shall also include the services of an economist procured by the state Corporation Commission."*)

## Process and Deadlines

### Method of Procurement:

- Competitive Negotiation

### Date Issued:

- September 18, 2024

### Date Due:

- October 11, 2024

### Questions:

- Please direct any questions regarding this RFP to Logan Ende, [lende@tjpd.org](mailto:lende@tjpd.org), (540) 698-1272 by 5:00 pm on October 1, 2024. An addendum with questions and answers will be posted to [eVA](#) and the [TJPDC website](#) by 5:00 pm on October 3, 2024.

### Proposal Submissions:

- Offeror must submit all elements requested in this RFP by the due date and time via one of the following methods:
  - **eVA**, Virginia's eProcurement Marketplace (<https://eva.virginia.gov>), in response to the VBO listing titled "TJPDC-2024-03 PDC Development Grant."
  - By **email** to Logan Ende, [lende@tjpd.org](mailto:lende@tjpd.org) and Ruth Emerick, [remerick@tjpd.org](mailto:remerick@tjpd.org)
  - By **mail** to: Thomas Jefferson Planning District Commission, c/o Logan Ende, 401 E. Water Street, Charlottesville VA 22902. A copy of the proposal must be in a sealed container clearly marked on the outside with "RFP TJPDC-2024-03 PDC Development Grant"

- **Delivered in person** to Thomas Jefferson Planning District Commission, c/o Logan Ende, 401 E Water Street, Charlottesville VA 22902. A copy of the proposal must be in a sealed container clearly marked on the outside with “RFP TJPDC-2024-03 PDC Development Grant.”
- Late or incomplete proposals will not be considered.
- If an offeror wishes to protect proprietary information within their proposal, the offeror must submit a redacted copy of their proposal before the proposal submission deadline. Justification for the redactions must accompany the redacted proposal. Pricing information cannot be redacted, nor can the entire proposal.
- The offeror must accept TJPDC’s Terms and Conditions (see Attachment A). The offeror shall not use their own Terms and Conditions.
- The offeror must comply with all terms in the Virginia Housing Planning District Commission (PDC) Housing Development Program Handbook, dated May 1, 2021 (see Attachment B) or most recent version.

### Selection Process:

- A selection committee will **evaluate** proposals within ten business days of the closing date using the selection criteria outlined herein.
- Following the evaluation of the proposals submitted, the TJPDC will conduct **interviews** with one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this Request for Proposal. Interviews are anticipated to take place the week of October 21, 2024.
- The TJPDC will then conduct negotiations with the offeror(s) which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that/those offeror(s).
- **Notification of a decision** will be made by November 1, 2024.
- *Notes:*
  - The TJPDC reserves the right to reject any or all proposals wherever it is in the best interest of the TJPDC. The TJPDC is an Equal Opportunity Employer. Minority and women-owned businesses are encouraged to submit a proposal.
  - The Thomas Jefferson Planning District Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders and offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Selection Criteria:

In evaluating proposals, the TJPDC will consider:

1. **Experience and Qualifications:** The offeror's team members and any subcontractors have the necessary skills and experience to complete the Scope of Work. (20 points)
2. **References:** The offeror is able to demonstrate that it has successfully completed similar projects on time and within budget. (15 points)
3. **Cost:** The proposal includes reasonable cost estimates. (15 points)
4. **Value:** The project clearly demonstrates how it will increase available affordable housing units using the grant funds. (20 points)
5. **Project Timeline:** The proposal clearly outlines how the offeror will meet the period of performance requirements. (15 points)
6. **Interview\*:** The interview panel will score the offeror's presentation, including the quality of the project and ability to perform. (15 points)

*\* Note: Interviews will be conducted with the top scoring offeror(s), selected based on top total scores from criteria 1 through 5, according to the selection process outlined above. The point value for the interview will be used to determine the top scoring offeror(s) for conducting negotiations after the interviews.*

### Compliance with State and Federal Requirements:

All business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission (New Business Resources are available on the Internet at <https://scc.virginia.gov/pages/New-Business-Resources>). Foreign Professional corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services.

Award will not be considered for any cost proposals submitted by any consultants and consent will not be given to subcontract any portions of the contract to any sub-consultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

All firms submitting Expressions of Interest (prime consultants, joint ventures and sub-consultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts."

### General Assurance:

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the recipient hereby gives assurance that it shall promptly take any measures necessary to ensure that:



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*"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,"* for which the recipient receives Federal financial assistance from the US Department of Transportation (USDOT), including the Federal Highway Administration (FHWA).

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the recipient, so long as any portion of the program is Federally assisted.

## **Attachments**

**Attachment A: TJPDC General Terms & Conditions**

**Attachment B: Virginia Housing Planning District Commission (PDC) Housing Development Program Handbook**

## TJPDC Contractual Agreement Template – General Terms & Conditions – 2024

### 1. Hold Harmless Provision

Contractor agrees to indemnify, defend and hold harmless TJPDC and its members, the Commonwealth of Virginia, their employees, officers and agents from all damages, costs, suits, actions, or claims of any kind, including attorneys' fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in performance of work related to this agreement or on account of any act or omission by Contractor or its employees or agents, or from any claims or amounts arising from violation of any law, ordinance, regulation or decree.

### 2. Employment Discrimination Prohibited

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

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### 3. Drug Free Workplace

During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### 4. Immigration Control and Reform Act

Contractor certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### 5. Virginia State Corporation Commission

If required by Titles 13.1 or 50 of the Virginia Code, or by other law, Contractor shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a registered limited liability partnership. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms



of the contract. If Contractor fails to remain in compliance with the provisions of this section, the contract may be voided by TJPDC.

6. Payment of Sub-contractors

Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by TJPDC for work performed by any sub-contractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor is obligated to pay interest to the sub-contractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by Contractor of payment from TJPDC for work performed by the sub-contractor under the contract, except for amounts withheld as allowed above in Subsection b. . Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

Contacto shall include in each of its subcontracts a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.

Contractor's obligation to pay an interest charge to a sub-contractor pursuant to the above provisions may not be construed to be an obligation of TJPDC. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

## Additional Provisions for Federally-Funded Contracts

### 1. Minority Business Enterprise/Women's Business Enterprise/Labor Surplus Requirements (2 C.F.R. § 200.231).

Contractor agrees to take affirmative steps in letting any subcontracts to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including the following:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### 2. Contract Work Hours and Safety Standards Act (Appendix II Subsection (E), 29 C.F.R. § 5.5(a)).

- a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph a of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph b of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs a through c of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs a through d of this section.

As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

3. Domestic Preference (Appendix II to Part 200, Subsection (L) referencing 2 CFR § 200.322).

Contractor agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in selecting subcontractors, materialmen, and vendors to provide work or products furnished under the contract.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. Recovered Materials Requirement (Appendix II to Part 200, Subsection (J) referencing 2 CFR § 200.323).

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the successful Bidder determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable; or (3) are only available at an unreasonable price.

These requirements shall apply to items purchased where: (1) Contractor purchases in excess of \$10,000 of the item; or (2) during the preceding Federal fiscal year, Contractor: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency, state agency, or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

5. Equal Opportunity Clause and Certification (Appendix II to Part 200, Subsection (C); 41 C.F.R. §§ 60-1.4(b), 1.7(b)(1)).

a. Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provisions set forth at 41 C.F.R. § 60.1.4(b) are incorporated herein by reference. Contractor further agrees to include the equal opportunity clause provisions in each nonexempt subcontract.

b. By signing the contract, Contractor certifies the following:

Contractor **has \_\_\_\_\_, has not \_\_\_\_\_**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that Contractor **has \_\_\_\_\_, has not \_\_\_\_\_**, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

6. Nonsegregated Facilities (Appendix II to Part 200, Subsection (C); 41 C.F.R. § 60-1.8).

Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on

the basis of race, color, religion, sex, or national origin cannot result. Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. Contractor 's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under Contractor 's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

7. Byrd Anti-Lobbying Certification (Appendix II to Part 200, Subsection (I); Appendix A to 49 C.F.R. 20).

By signing the contract, Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of 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. Code. 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.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Appendix II to Part 200; Subsection (H); 2 C.F.R. § 180.335).

- a. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this section, are defined in 2 CFR Parts 180 and 1200. "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with Contractor or other Lower Tier Participants (such as subcontractors and suppliers).
- b. By signing the contract, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(ii) of this certification; and
  - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- c. The certification in this section is a material representation of fact upon which reliance was placed when TJPDC determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, Contractor may terminate the contract for default.
  - d. Contractor shall provide immediate written notice to TJPDC if Contractor learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by TJPDC.
  - f. Contractor further agrees that it will include the certification in Paragraph b, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - h. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under Paragraph e, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, TJPDC may terminate the contract for cause or default.
9. Compliance with the Cargo Preference Act (46 C.F.R. § 381.7(b)).

The following provisions are only applicable when materials or equipment are acquired and have been transported by ocean vessel. They do not apply when materials or equipment used that are obtained from the existing inventories of suppliers and contractors.

- a. Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved,

whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- b. Contractor agrees to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph a of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- c. Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to the contract.

10. Compliance with Environmental Regulations (Appendix II to Part 200, Subsection (G)).

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to TJPDC and the Regional Office of the Environmental Protection Agency (EPA).

11. Compliance with Davis-Bacon Act (Appendix II to Part 200, Subsection (D)).

- a. Contractor certifies that all laborers and mechanics employed by it or by any subcontractors are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, an amended, 40 U.S.C. §§ 3141-3148 as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. Contractor also agrees to pay wages not less than once a week.
- b. If the certification described in Subsection (a) cannot be provided, Contractor agrees to provide a project employment and local impact report detailing:
  - i. the number of employees of contractors and sub-contractors working on the project;
  - ii. the number of employees on the project hired directly and hired through a third party;
  - iii. the wages and benefits of workers on the project by classification; and
  - iv. whether those wages are at rates less than those prevailing.

Contractor agrees to maintain sufficient records to substantiate all information reported pursuant to this subsection.

12. Compliance with Copeland Act (Appendix II to Part 200, Subsection (D)).

Contractor agrees to comply with the requirements of the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145 as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, which are incorporated herein by reference.

13. False or Fraudulent Statements or Claims (31 U.S.C. § 3802).

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, applies to its actions pertaining to the contract. Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract.

14. Examination and Retention of Records (10 C.F.R. § 600.242).

TJPDC and any of its duly authorized representatives shall, until three years after final payment under the contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

15. Termination for Cause and for Convenience (Appendix II to Part 200, Subsection (B)).

a. Termination for Cause. TJPDC will provide Contractor with written notice of any breach of the contract along with a request that Contractor cure the breach within 14 days of the date of the notice. In the event a breach remains uncured after the 14-day period, TJPDC may terminate the contract for cause by written order issued seven days after the expiration of the cure period. In the event the contract is terminated for cause, TJPDC may take any or all of the following actions:

- i. Require Contractor to deliver any work described in the notice of termination;
- ii. Take over the work and prosecute the same to completion by contract or otherwise with Contractor being liable for any additional cost incurred by TJPDC; and
- iii. Withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to RRRC by Contractor.

b. Termination for Convenience. TJPDC may, at any time, terminate the contract for its convenience and without cause by sending written notice to Contractor at least 10 days prior to termination without prejudice to any other available remedies. If the contract is terminated under this subsection, Contractor shall be paid for the following:

- i. All completed work furnished to the satisfaction of TJPDC prior to the date of termination.
- ii. With respect to unfinished or incomplete work, all expenses from furnishing services, labor, materials, and equipment for such work prior to the date of termination.
- iii. A fair and reasonable amount for overhead and profit attributable to the items described above in Subsections (i) and (ii).

16. Compliance With Other Applicable Federal Laws and Regulations.

Contractor agrees to comply with all applicable requirements of (a) Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2001d-1, *et seq.*, and the implementing regulations at 31 C.F.R. Part 22; (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; (c) the Age Discrimination Act of 1975, 42 U.S.C. § 6101, *et seq.*, and the implementing regulations at 31 C.F.R. Part 23; and (d) 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



**Planning District Commission (PDC)  
Housing Development Program  
Handbook**

**Grants Programs and Initiatives**  
**Effective: May 1, 2021**



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# 1. Program Description

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According to the Code of Virginia, Planning District Commissions (PDCs) in Virginia were created “to encourage and facilitate local government cooperation and state-local cooperation in addressing on a regional basis, problems of greater than local significance (CODE OF VIRGINIA, SECTION 15.2-4207.) Since housing is generally recognized as an issue within regional markets, PDCs can play a unique role in addressing the need for affordable and workforce housing from a regional perspective.

Accordingly, the **PDC Housing Development Program** supports Planning Districts Commissions as intermediaries in order to:

- promote regional approaches to housing project/program planning and development
- enhance collaboration between regional and local organizations comprising the housing delivery network
- strengthen PDC capacity to address housing opportunities identified in state studies/reviews as well as the Virginia Housing Strategic Plan: Opportunity 2024.

The housing outcomes envisioned by this program focus on the actual production of new affordable and workforce housing units that can serve as a model for further development both within the sponsoring PDC as well as other PDCs throughout the Commonwealth. Such housing production can result from the construction of new units, the acquisition and rehabilitation of existing vacant units, or the adaptive re-use of existing structures to incorporate housing units.

Furthermore, this program seeks to increase the inventory of affordable housing units in underserved markets, including rural areas and historically marginalized communities, with a focus on first-time homebuyers. This program is also intended to foster income and economic integration through housing development and revitalization projects in areas of opportunity that include mixed-use and/or mixed-income rental developments.

This program is a thirty-six (36) month intensive process that offers two track options and focuses on each PDC reaching its definitive milestones in order to produce the development of single-family and/or multifamily affordable housing units. Once the development of these units is complete, homes must remain affordable to individuals or families whose incomes do not exceed 80% of Area Median Income (AMI). Mixed use developments must designate at least 60% of its square footage for housing. 100% of homeownership and/or rental developments must be used for housing.

Awards are based on the PDC’s readiness to complete the project and availability of Virginia Housing funding.

The program is divided into two-track options:

- **Track 1:** PDCs with no current or previous housing development experience. This track will allow the PDC to establish new project partners before developing their project analysis.

- **Track 2:** PDCs with current or previous housing development experience. This track will allow the PDC more time dedicated to the project analysis. PDCs in this track may also develop multiple projects.

## **1.1. Freedom of Information Act**

Virginia Housing is subject to, and will at all times comply with, the Virginia Freedom of Information Act (“FOIA”). Virginia Housing’s policy is to apply exemptions to FOIA when such exemptions are available as set forth in the Virginia Code.

## **1.2. Conflict of Interest**

No officer or employee of an applicant or awarded organization shall have a personal interest in a contract with that organization of which he/she is an officer or employee.

## 2. Application Process

---

Virginia Housing grants funds to PDCs in order to foster a regional approach to housing development for low- to moderate-income renters and homeowners; underserved markets; and Virginia's workforce. Awards are based on an organization's readiness, development focus, previous performance, and the availability of Virginia Housing funding.

Agencies seeking funding should apply to Virginia Housing's Notice of Funding Opportunity (NOFO) located in the Grants Management System at <https://vhdagrants.com/>. **For questions concerning this program or assistance with application submission, contact Matt Bolster, Strategic Housing Officer, at (804) 343-8631.**

All applications must be submitted electronically using the Virginia Housing Grants Management System at <https://vhdagrants.com/>. Applications submitted beyond the end date stated in the Virginia Housing NOFO will not be accepted.

### 2.1. Eligibility Guidelines

To be eligible for funds under the PDC Housing Development Program, the applicant must be designated as a Planning District Commission as set forth in CODE OF VIRGINIA, SECTION 15.2-4200 et. seq.

### 2.2. Schedule

The budget and period of performance for this grant is thirty-six (36) months from the grant award.

Units must be habitable before the end of the performance period.

### 2.3. Eligible Activities

The PDC must comply with this handbook and complete the program phases in its designated track. Track requirements are listed below.

#### 2.3.1. Track One Overview

##### 2.3.1.1. Program Development

During Phase 1-3, PDCs should engage with stakeholders; locate key partners; and design the program processes and procedures it will implement to ensure project development.

##### 2.3.1.2. Project Analysis

During Phase 4-6, PDCs should carry out project assessments and ensure project selection in line with its designated program.

##### 2.3.1.3. Project Development

During Phase 7-9, PDCs should ensure the site selection and development of its project.

**Phase I: Program Design**

Months 1-3

- PDC will conduct organizational assessment.
- PDC will coordinate with local governments to determine priorities and key initiatives its program can support.
- PDC will identify program strategies, goals, objectives, capacity, restrictions, expected outcomes, available resources, budget limits, and timelines.
- PDC will begin documenting its program and awareness strategies
- PDC will conduct initial outreach with potential partners.

**Phase 2: Investment Plan**

Month 4

- PDC will document its investment plan.
- PDC will identify the process by which program income will be reinvested in the project
- PDC will identify who will be responsible for tracking program income and reinvestment.
- PDC will ensure a line of credit is secured.
- PDC will develop recruitment strategies and mechanisms such as but not limited to RFPs

**Phase 3: Partnership Development**

Months 5-7

- PDC will select partners.
- PDC will document partnership guidelines including but not limited to project core values, expectations and commitments, communication methods and deadlines, roles, goals and measurements for evaluation.
- PDC will obtain signed guideline agreements with project partners.

**Phase 4: Project Analysis**

Month 8

- PDC will identify project manager and review panel.
- PDC will conduct project analysis and comparison
- PDC will identify project scope, cost, and determine parameters for each project's completion.
- PDC will list each stage of the project, and develop an action plan for project design, outcome tracking, and evaluation.

**Phase 5: Project Selection**

Month 9-10

- PDC will select project to implement.
- PDC will identify resources required for each phase, activity, and tasks for successful completion.
- PDC will identify any task, process, or activities that are dependent upon completion between work items.
- PDC will develop action plan and identify milestones in scope of work.

**Phase 6: Innovation, Eco-friendly, and Universal Design Assessment**

Months 11-12

- PDC will conduct assessments to identify opportunities for innovation, eco-friendly, and universal design.
- PDC will identify the specific innovation, eco-friendly, and universal design elements and where they will be implemented in the project.

**Phase 7: Predevelopment**

Months 13 - 18

- PDC will ensure community feedback meetings with neighbors and other stakeholders are conducted in order to gather input and address concerns on the project. PDC will aggregate and analyze data in order to adapt the project (if applicable).
- PDC will ensure financial planning is conducted– LIHTC, grants, conventional loans, etc. PDC will prepare cost estimation and budget.
- PDC will ensure environmental assessments are conducted.
- PDC will ensure design decisions, systems and materials to be used for project are identified.
- PDC will ensure site location(s), required permits and feasibility are identified.

**Phase 8: Predevelopment**

Months 19 - 24

- PDC will ensure land acquisition or securing option rights to purchase land is completed.
- PDC will ensure site surveys such as but not limited to topography, access to utilities, storm-water runoff, traffic studies, and archeology are conducted.
- PDC will ensure infrastructure improvements occur
- PDC will identify potential barriers and predetermined alternatives/solutions to address them.
- PDC will ensure the documentation of the overall project schedule.

**Phase 9: Development**

Months 25 - 36

- PDC will ensure project development and identify effort and cost tracking systems/tools.
- PDC will identify any modifications to project plan and ensure the update of project schedules.
- PDC will identify task assignments to be executed.

## 2.3.2. Track Two Overview

### 2.3.2.1. Program Development

During Phase 1-3, PDCs should engage with stakeholders; locate key partners; and design the program processes and procedures it will implement to ensure project development.

### 2.3.2.2. Project Analysis

During Phase 4-6, PDCs should carry out project assessments and ensure project selection in line with its designated program.

### 2.3.2.3. Project Development

During Phase 7-9, PDCs should ensure the site selection and development of its project.

<b>Phase I: Project Analysis</b> Months 1	<b>Phase 2: Key Player Identification</b> Month 2	<b>Phase 3: Project Selection</b> Months 3-4
<ul style="list-style-type: none"><li>•PDC will identify project strategies, goals, objectives, capacity, expected outcomes, budget, limits, and timeline.</li></ul>	<ul style="list-style-type: none"><li>•PDC will identify all strategic partners and stakeholders who will be involved in project.</li><li>•PDC will ensure a line of credit is secured.</li></ul>	<ul style="list-style-type: none"><li>•PDC will identify project manager and review panel.</li><li>•PDC will conduct project comparison and organizational assessment, and determine resources available</li><li>•PDC will identify project scope, cost, and determine parameters for project completion.</li><li>•The PDC will list each stage of the project, and develop an action plan for project design, outcome tracking, and evaluation.</li></ul>

**Phase 4: Partnership Development**

Month 5-7

- PDC will follow-up with partners to identify and document, core values, expectations and commitments, communication methods and deadlines, key players and roles, and goal measurements and evaluation.
- PDC will obtain signed guideline agreements with project partners.

**Phase 5: Innovation, Eco-friendly, and Universal Design Assessment**

Month 8-10

- PDC will conduct assessments to identify opportunities for innovation, eco-friendly, and universal design.
- PDC will identify the specific innovation, eco-friendly, and universal design elements and where they will be implemented in the project.

**Phase 6: PDC Investment Plan**

Months 11-12

- PDC will document its investment plan.
- PDC will identify the process in which program income will be reinvested in the project.
- PDC will identify who will be responsible for tracking program income and reinvestment.

**Phase 7: Predevelopment**

Months 13 - 18

- PDC will conduct community feedback meeting with neighbors and other stakeholders to gather input and address concerns on the project
- PDC will conduct financial planning – LIHTC, grants, conventional loans, etc. PDC will prepare cost estimation and budget.
- PDC will conduct environmental assessments.
- PDC will identify design decisions, systems and materials to be used for project.
- PDC will identify site location(s), required permits and feasibility.

**Phase 8: Predevelopment**

Months 19 - 24

- PDC will ensure land acquisition or securing option rights to purchase land is completed.
- PDC will conduct site surveys - topography, access to utilities, storm-water runoff, traffic studies, archeology, etc.
- PDC will ensure infrastructure improvements occur.
- PDC will identify potential barriers and predetermined alternatives/solutions to address them.
- PDC will establish overall project schedule.

**Phase 9: Development**

Months 25 - 36

- PDC will initiate project development and identify effort and cost tracking systems/tools.
- PDC will identify any modifications to project plan.
- PDC will identify task assignments to be executed.



## **2.4. Application Requirements**

The Application package must include:

### **2.4.1. Proposed Budget**

The proposed budget may not exceed the PDC's designated tier.

- Population jurisdiction up to 99,000 - \$1,000,000
- Population jurisdiction from 99,000 to 600,000 - \$2,000,000
- Population jurisdiction over 600,000 - \$3,000,000

### **2.4.2. Attachments**

The following must be attached to the application:

- Agency authorized official certification
- ACH
- W-9
- Charter
- Organizational Chart
- Negotiated Indirect Cost Rate Agreement (NICRA) (if applicable)

## **2.5. Eligible Expenses**

Approved organizations will only receive disbursement and reimbursement for the applicable expenses outlined in this section. Virginia Housing reserves the right to reject funding requested for any costs that are outside the scope of activities listed below:

### **2.5.1. Salaries and Fringe**

Personnel time provided to ensure the PDC's completion of the project. Staff must be listed in the application.

### **2.5.2. Project Specific Marketing**

Advertising and/or materials developed to increase community awareness about the designated project. General marketing of the organization is not eligible.

### **2.5.3. Consultant Fees**

Contracted services to facilitate meetings, develop proposals and/or facilitate development.

### **2.5.4. Contractor Fees**

Construction services to develop the project.

### **2.5.5. Soft Costs**

Fees directly related to the project's development; such as permitting fees, utility connections, final design, inspection fees, surveys, and capitalization fees

### **2.5.6. Materials**

This includes items needed to develop the project.

### **2.5.7. Equipment**

This includes tangible personal property having a per-unit acquisition cost which equals or exceeds \$5,000.

### **2.5.8. Indirect Costs**

Administrative costs associated with the project. Note, unless the applicant has an existing Negotiated Indirect Cost Rate Agreement (NICRA) this amount is 10% of the direct cost incurred.

## **2.6. Restrictions**

- Applicants are limited to one grant at a time.
- The \$20,000 initial draw must be used for eligible expenses and the agency must maintain documentation of expenses throughout the required reporting period stated in the grant agreement.
- PDCs awarded in Track Two may develop multiple projects under this funding opportunity; however, the description of each project must be listed in the application.
- No more than 85% of the award may be requested prior to completion of Phase 8.
- Acquisition funding requests may not exceed 25% of the award, and must be for land used by the project to be developed under this program. The following must be submitted with acquisition funding requests, and approved by Virginia Housing in its sole discretion.
  - Detailed development plan
  - Clean title as determined by Virginia Housing
  - Appraisal
  - Environmental Study
  - Proof of line of credit secured by applicant or partnering organization (note: partnership organizations must have a signed partnership agreement)
- Land banking is not permitted.
- Funds may not be used for land trust development.
- Capitalization fees reimbursement requests must be directly related to the project developed under this program. A detailed development plan must be submitted with capitalization fee reimbursement requests.

- Mixed use developments must designate at least 60% of its square footage for housing.
- 100% of homeownership and/or rental developments must be used for housing.
- A minimum of ten (10) units must be developed per \$1,000,000 awarded
- Homeownership units generated by this grant shall have sales price and income limits consistent with Virginia Housing limits for that area or region unless lower limits are mandated by the use of leveraged financial resources from other funding sources. The most recent limits can be access by visiting <https://virginiahousing.com/loanlimits>.
- Rental developments generated by this grant must maintain 80% AMI or less for all units
- Mixed-use rental developments must maintain 50% of the units at 80% AMI or less. 50% may be unrestricted unless otherwise mandated by the use of leveraged financial resources from other funding sources.
- Market Analysis is not covered under this funding opportunity; however, it may be applied for under the Community Impact Grant funding opportunity.
- Applicants with an existing or previous Virginia Housing grant must not have any outstanding compliance issue(s) or issues resulting in funds withheld within the twelve (12) months before application submission.
- Projects must be in the predevelopment phase within the first fourteen (14) months. Failure of an applicant to be in the predevelopment phase of its project within twenty-four (24) months will result in termination of the grant.
- If contractor fees are requested, applicants must ensure at least three (3) bids have been solicited from developers prior to developer selection
- No more than 85% of the award may be requested prior to completion of Phase 8.
- All program income generated must be reinvested into the project.
- One-time extension may be granted to extend the development phase (only) up to twelve (12) months.
- Funds may not be used to pay for activities currently funded by another funding source.
- Consultants receiving funds under this grant may in no way have an existing relationship (current employment or voluntary) with the PDC during the term of this grant.
- Funds may not be used for, in support of, or to develop owner-occupied rehabilitation, rent assistance or emergency shelters.

## 2.7. Approval

Funds will be awarded based on an assessment of the organization's application and the availability of Virginia Housing funds.

The selected PDC will receive a Grant Award Notification (GAN) and a Grant Agreement if approved for funds under the award. The PDC must return the Grant Agreement to Virginia Housing with signature by an authorized representative.

Approval may take up to thirty (30) days.

## **2.8. Denial**

PDCs that are not approved for funds will receive a letter from Virginia Housing explaining the denial of grant funds.

## **2.9. Disbursement**

After award execution, grantees may request an initial disbursement prior to incurring expenses up to \$20,000 via claim submission. Funds should be used, at minimum, to assist in the completion of Phase I. Remaining funding will be reimbursed for applicable activities outlined in Section 2.5. Virginia Housing reserves the right to reject funding requested for any costs that are outside the scope of activities listed under this program.

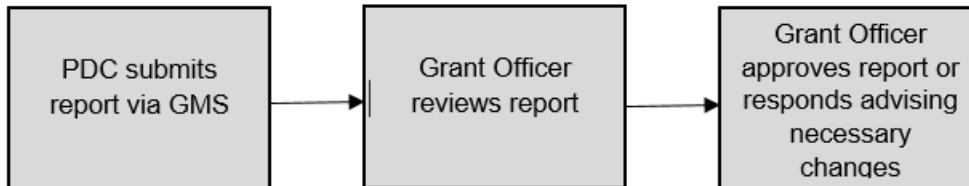
## 3. Reporting

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PDCs are required to submit a quarterly status report detailing the progress of the project.

PDCs are also required to submit a final report at the completion of the project. The final report must include videos and/or photos and three available dates and times for site visits.

The review process is below:



### 3.1. Status Report Schedule

Status Reports should be submitted via the Grants Management System as follows:

- October 15 for the months July 1 through September 30
- January 15 for the months October 1 through December 31
- April 15 for the months January 1 through March 31
- July 15 for the months April 1 through June 30

## 4. Claims

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After award execution, grantees may request an initial disbursement prior to incurring expenses up to \$20,000 via claim submission. Funds should be used, at minimum, to assist in the completion of Phase I.

Grantees may also request funds for acquisition prior to incurring expenses up to 25% of the award. Funding must be for land used by the project to be developed under this program. The following must be submitted with acquisition funding requests:

- Detailed development plan
- Clean title
- Appraisal
- Environmental Study
- Proof of line of credit secured by applicant or partnering organization (note: partnership organizations must have a signed partnership agreement)

Remaining funding is on a reimbursement basis.

No more than 85% of the award may be requested prior to completion of Phase 8.

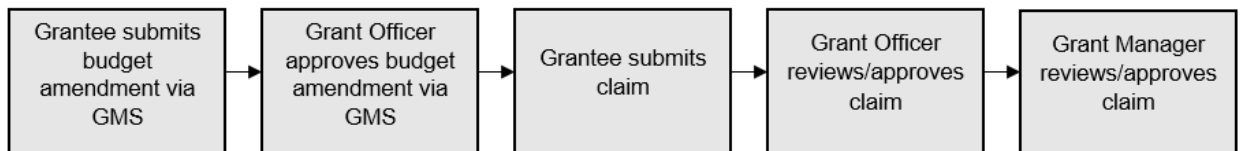
Proof of payment must be submitted with the claim for each expense in which reimbursement is requested.

Amount requested per line item cannot exceed the currently approved budget.

### 4.1. Claims Request Process

Grantees must allocate funds from their award line item to the allowable budget line item in which they'd like to be reimbursed via a budget amendment request in the Grants Management System by the last day of the quarter prior to the submission of a claim. Grantees will then submit a claim to request disbursement and/or reimbursement based on Section 2.11.2. Expenses may not exceed budget line items, as a result applicants are encouraged to estimate their budgets carefully.

The review process is below:



## 4.2. Claims Schedule

Claims should be submitted via the Grants Management System as follows:

- October 15 for the months July 1 through September 30
- January 15 for the months October 1 through December 31
- April 15 for the months January 1 through March 31
- July 15 for the months April 1 through June 30

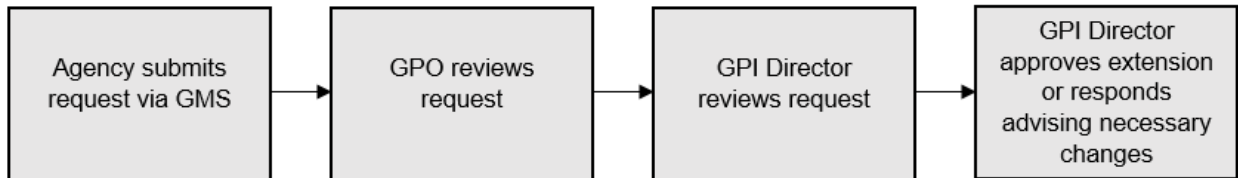
## 5. Contract Changes

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### 5.1. Period of Performance

If an agency wants to extend its development phase after award approval from Virginia Housing, it must submit a contract amendment to extend its period of performance via the Grants Management System (GMS). Contract amendments may only be submitted for the development phase once an agency has reached its predevelopment phase; and an agency's period of performance may only be extended up to twelve (12) months. Funds will not be disbursed on items that occur outside of the approved performance period. Virginia Housing must approve all changes to the performance period.

The review process is below:





## 6. Reviews

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Virginia Housing may conduct a review of a grantee's program operations to ensure proper accountability and compliance with program requirements.

For the PDC Housing Development Program, an on-site inspection by a compliance officer will be conducted before the release of final payment.

Using the findings of a review, Virginia Housing may determine whether to continue participation unconditionally or conditionally. Additionally, the findings of a review may serve as a basis for determining future grant funding for the PDC.

Grantees will be notified at least fifteen (15) days before reviews.

Applicants will be required to submit a Certification of Compliance six months after the end of the period of performance to ensure proper affordability is maintained for units developed under this program.