



WASHINGTON
COUNTY,
OREGON

Proposal submissions will not be accepted in electronic form. All submissions must be delivered in hard copy in accordance with the instructions of the document.

REQUEST

FOR

PROPOSALS

PROJECT BASED VOUCHER PROGRAM

FOR

WASHINGTON COUNTY, OREGON

PROPOSAL DUE DATE AND TIME: 3:00 P.M. WEDNESDAY,
SEPTEMBER 14, 2011

(NO. 2011.079P)

PLEASE NOTE:

Copies of solicitation documents obtained from sources other than the Washington County Purchasing Division or ORPIN are not valid documents.

WASHINGTON COUNTY, OREGON
REQUEST FOR PROPOSALS
(No. 2011.079P)

Washington County, Oregon is requesting sealed proposals from qualified firms to provide participation in the project based voucher program for the Housing Authority of Washington County.

Proposals must be received by 3:00 PM Wednesday September 14, 2011 in the Washington County Purchasing Division Office, Public Services Building, Suite 270, 155 North First Avenue, Hillsboro, OR 97124. Proposals received after the designated time and date, per the official bid clock located in Purchasing, will be returned unopened.

An informational pre-proposal conference will be held at 10:00 AM on Wednesday September 07, 2011 in the Sequoia Room of Suite 270 of the Charles Cameron Public Services Building, 155 North First Avenue Hillsboro, Oregon 97124.

The County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the County it is in the public interest to do so.

A copy of the Request for Proposal document is posted on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. Proposal documents can be viewed and downloaded from the ORPIN site. Proposers are responsible for checking the ORPIN site for any addendums before submitting their proposals.

The Housing Authority of Washington County reserves the right to reject any and all proposals and to waive any and all informalities in the best interest of the County.

Dated this 24th day of August 2011.

Suzi Fulcher
Senior Buyer
Phone: (503) 846-8734

Published: the Oregonian, the Hillsboro Argus, the Skanner, and El Hispanic News beginning Sunday August 28, 2011.

Posted: August 24, 2011 ORPIN

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals to provide either goods or services to Washington County.

1. ELECTRONIC COPIES

- 1.1 Electronic copies of the solicitation documents are available through the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>.
- 1.2 All addenda will be posted electronically on ORPIN. Proposers should check ORPIN to verify they have all addenda and review the Question and Answer folder before submitting their proposals. All submittals by the proposer must be in hard copy form.

2. PRECEDENCE OF PROPOSAL DOCUMENTS

- 2.1 The order of precedence of documents is as follows:
 1. Special Instructions
 2. Standard Contract Terms & Conditions
 3. Specifications/Scope of Work
 4. General Instructions

3. COPIES OF PROPOSAL DOCUMENTS

- 3.1 Documents obtained from sources (such as directly from other contractors) other than the Washington County Purchasing Division or the Oregon Procurement Information Network (ORPIN) are not valid proposal documents. It is the proposer's responsibility to insure they are listed as an interested party on the ORPIN website for a particular project in order to receive notification of all addenda as well as additional relevant information.

4. LAWS AND REGULATIONS

- 4.1 The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to Washington County in writing.
- 4.2 All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

GENERAL INSTRUCTIONS TO PROPOSERS

- 4.3 This RFP is subject to all of the applicable HUD regulations for the Project-Based voucher program located at 24 CFR Part 983. This document can be accessed electronically at the following link:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr983_main_02.tpl

5. RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

- 5.1 Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
- 5.2 The County prefers materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.
- 5.3 The County supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.

6. SPECIFICATION PROTEST PROCESS

- 6.1 Delivery: A proposer must deliver a protest of specifications to the County in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest
Proposal#: 2011.079P
Washington County Purchasing Division
ATTN: Purchasing Supervisor
155 North First Avenue, Suite 270 MS 28
Hillsboro, Oregon 97124-3072

- 6.2 Content: A proposer's written protest must include:
- 6.2.1. A detailed statement of the legal and factual grounds for the protest;
- 6.2.2 A description of the resulting prejudice to the proposer; and
- 6.2.3 A statement of the form of relief requested or any proposed changes to the specifications.
- 6.3 County Response: The County may reject without consideration a proposer's protest after the deadline established for submitting protest. The County shall provide notice to the applicable proposer if it entirely rejects a protest. If the County agrees with the proposer's protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation.

GENERAL INSTRUCTIONS TO PROPOSERS

- 6.4 **Extension of Closing:** If the County receives a written protest from a proposer in accordance with this rule, the County may extend closing if the County determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.
- 6.5 Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

7. PROPRIETARY INFORMATION

- 7.1 The County is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501915)). The County will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
- 7.2 The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.
- 7.3 All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:
- 7.3.1 It shall be clearly marked in bulk and on each page of the confidential document.
- 7.3.2 It shall be kept separate from the other RFP documents in a separate envelope or package.
- 7.3.3 Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- 7.3.4 Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- 7.3.5 This statement shall be inserted in the place where the requested information was to have been placed.
- 7.4 Proposers who desire that additional information be treated as confidential must mark those pages as "confidential", cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria in 7.3 above.

GENERAL INSTRUCTIONS TO PROPOSERS

7.5 Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the County is directed to disclose by the County's Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the County will notify the Proposer. If the Proposer disagrees with the County's decision, the County may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

8. RECEIPT OF PROPOSALS

8.1 All proposals must be in a sealed envelope or appropriate sealed packaging and addressed to the Washington County Purchasing Division, Public Services Building, Suite 270, 155 North First Avenue, Hillsboro, Oregon 97124. The name and address of the proposer should appear on the outside of the envelope. The outside lower left-hand corner should state the RFP title and number and the RFP due date and time.

8.2 If the proposal is mailed in, it must be addressed to:

Washington County Purchasing Division
Public Services Building
155 North First Avenue, MS #28
Hillsboro, OR 97124

8.3 If the proposal is hand delivered, it must be brought to:

Washington County Purchasing Division
Public Services Building
155 North First Avenue, Suite 270
Hillsboro, OR 97124

8.4 All mail addressed to Washington County, including FedEx and UPS deliveries etc., is automatically delivered to the County's central mailroom where it is sorted and disbursed to the individual County locations and staff. It is the sole responsibility of the proposer to insure proposals are received at the location above by the due date and time. Receipt of proposal documents in the central mailroom is not sufficient.

9. PHONE PROPOSALS, LATE PROPOSALS OR MODIFICATIONS

9.1 Late proposals or modifications of proposals will be handled in the following manner:

9.1.1 It is the sole responsibility of the proposer to ensure receipt of proposals by the County at the specified time and location. Proposals received after this time will not be considered and will be returned unopened.

GENERAL INSTRUCTIONS TO PROPOSERS

9.2 Any modification of a proposal is subject to the same conditions set forth in 9.1.1 above.

9.3 Phone proposals will not be accepted. FAX or electronically transmitted proposals will not be considered unless authorized by the special instructions.

10. CERTIFICATION AND CONTRACT OFFER

10.1 An individual of the company who is authorized to legally obligate the company must sign the certification and contract offer in ink before an award will be made.

10.2 An offer will not be considered for award where the certification has been omitted, modified or not properly signed prior to presentation to the Housing Authority of Washington County for award.

10.3 All applicants must certify that no member of the development team, the property management team or any proposed contractor or subcontractor is currently subject to any pending or active debarment action by HUD or any other federal or local government agency.

11. PERIOD PROPOSAL SHALL REMAIN VALID

11.1 All proposals shall remain firm for a period of 180 calendar-days after date specified for receipt of proposals.

12. OWNERSHIP AND USE OF DOCUMENTS

12.1 All documents, reports, proposals, submittals, working papers or other material submitted to the County from the proposers shall become the sole and exclusive property of the County, in the public domain, and not the property of the proposer. The proposer shall not copyright, or cause to be copyrighted, any portion of any documents submitted to the County as a result of this solicitation. All documents submitted to the County shall become public records, subject to disclosure, unless otherwise protected pursuant to the Oregon Public Records Law.

13. ACCEPTANCE, REJECTION OR CANCELLATION OF AWARD

13.1 Washington County reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified proposer(s) for all or part of the requested goods and services. All proposals become the property of the County.

GENERAL INSTRUCTIONS TO PROPOSERS

- 13.2 This RFP does not commit the County to award a contract or to pay any costs incurred by companies responding. Washington County reserves the right to cancel award of this contract at any time before execution of the contract if cancellation is deemed to be in the County's best interests. In no event shall the County have any liability for the cancellation of the award. All costs of the proposal process, interviews, contract negotiations, and related expenses are the responsibility of the proposer.
- 13.3 Acceptance of a proposal is subject to budget approval, appropriation and budgetary constraints.

14. RIGHTS OF THE BOARD

- 14.1 The Housing Authority of Washington County expressly reserves the following rights:
 - 14.1.1 To waive irregularities in the proposals submitted.
 - 14.1.2 To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.
 - 14.1.3 To base awards with due regard to quality of services, experience, compliance with specifications, proposal response, and other such factors as necessary in the circumstances.
 - 14.1.4 To make the award to any proposer whose proposal, in the opinion of management and the Board, is in the best interest of the County.
 - 14.1.5 To negotiate contract terms and conditions.

15. QUALIFICATIONS/INVESTIGATION OF REFERENCES

- 15.1 Qualifications of proposers will be evaluated when determining the award. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- 15.2 The County reserves the right to investigate references and to consider the past performance of any proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the proposer.

GENERAL INSTRUCTIONS TO PROPOSERS

16. AWARD RECOMMENDATION

- 16.1 The notice of intent to award will be posted on the ORPIN website at least seven (7) days before the award of the contract. A copy of the intent to award will also be either faxed or emailed to the person who signs the Certification and Contract Offer form for the proposer. See Section 18 of this section for protest of award.
- 16.2 The decision by the Board or the County Administrator to award the contract shall constitute the final decision of the County to award the contract.

17. INSPECTION OF PROPOSALS

- 17.1 Subject to the provisions of the Oregon Public Records Law, all proposals received will be available for public inspection after the notice of intent to award has been published. Public inspection of hard copy files is by appointment only. If possible, proposals will be made available via an electronic link.
- 17.2 Copies of material from proposal files may be obtained from the Washington County Purchasing Division upon payment of a charge of \$.50 for the first page and \$.10 each additional page.
- 17.3 Prepayment is required for all copies requested to be mailed.

18. PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD

- 18.1 Purpose. The award by the Housing Authority of Washington County of the contract shall constitute a final decision of the County to award the contract if no written protest of the award is filed. A proposer may protest the award of a contract, or the intent to award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410(1) are satisfied. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.
- 18.2 Delivery. A proposer must deliver a written protest to the Washington County Purchasing Supervisor within seven (7) days after issuance of the notice of intent to award the contract.
- 18.3 Content of Protest. A proposer's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410(2). Proposer may not protest the content of specifications in an award protest.

GENERAL INSTRUCTIONS TO PROPOSERS

18.4 County Response. The County shall not consider a proposer's contract award protest submitted after the timeline established for submitting such protest. The County shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the County upholds the protest, in whole or in part, the County may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation. The County shall not consider any protest against award based on the content of specifications.

18.5 Judicial Review. Judicial review of the Board's or its designee's decision relating to a contract award protest shall be in accordance with ORS 279B.415.

19. NEGOTIATION WITH AWARDED CONTRACTOR(S)

19.1 The County reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the County.

20. CONTRACTOR'S RESPONSIBILITY

20.1 It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the contractor's liability, or status as independent contractor, and contractor will remain responsible for the cost of all permits unless otherwise specified.

SPECIAL INSTRUCTIONS TO PROPOSERS

In addition to the enclosed project/proposal information and general instructions, the following special instructions apply to this proposal only.

21. PROPOSED TIMELINES

DATE	ACTIVITY
August 24, 2011	Posted to ORPIN
August 28, 2011	Begin Legal Advertisements
10 a.m. Wednesday September 07, 2011	Pre-Proposal Conference
Five (5) calendar days before proposal due date	Submit Protest to Specifications
Five (5) calendar days before proposal due date (5pm)	Last Day to Submit Questions
3:00 PM Wednesday September 14, 2011	Proposal Due Date
September 15 - September 20, 2011	Evaluation Process
Seven (7) calendar days before award of contract	Notice of Intent to Award
October 04, 2011	Award Recommendation to Housing Authority of Washington County

- 21.1 The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes to the due date will be made to all parties that have received the proposal directly from the County or from ORPIN.

22. CONTACT PERSON

- 22.1 Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Suzi Fulcher CPPB, Senior Buyer.

E-mail: wcpurchasing@co.washington.or.us

Fax: (503) 846-8329

Phone: (503) 846-8734

23. PRE-PROPOSAL CONFERENCE

- 23.1 Statements made by County's representative(s) at the pre-proposal conference are not binding upon the County unless confirmed by written addendum.
- 23.2 The purpose of the pre-proposal conference is to offer the prospective proposers an opportunity to ask questions and clarify RFP contract and instructions to ensure proposals submitted meet the criteria.
- 23.3 To guarantee the most appropriate use of time, proposers are expected to review the RFP before the pre-proposal conference.

SPECIAL INSTRUCTIONS TO PROPOSERS

23.4 Questions regarding the project/proposal information may be submitted in advance and will be discussed at the pre-proposal conference.

24. INTERPRETATIONS AND ADDENDA

24.1 If necessary, interpretations or clarifications in response to questions will be issued by addenda to all parties recorded by the Purchasing Division as having received the proposal documents. Questions received less than five (5) business days before the proposal due date may not be answered unless the County determines, in its sole discretion that it is in its best interests to do so. Oral and other interpretations or clarifications will be without legal effect.

24.2 Any amendment(s) to or error(s) in the RFP called to the attention of the County will be added to or corrected by written addendum and posted to ORPIN. Addenda may also be issued to modify the proposal documents as deemed advisable by the County.

24.3 Receipt of addenda must be acknowledged on the certification and contract offer form.

24.4 Proposers shall be solely responsible to check for and download all addenda, if any, from the ORPIN web site at <http://orpin.oregon.gov>, prior to submitting their proposals.

25. RESPONSE FORMAT

25.1 The proposal shall be prepared succinctly, providing a straight forward, concise description of the proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits.

25.2 Proposals should be submitted on double- sided recyclable paper (post consumer content). Submittals shall be bound by staple, band, or binder clip and shall consist of paper only. All binders, plastic separators, non-recyclable material, etc. are discouraged. Submittals are not evaluated on the aesthetics of the package.

26. PROPOSAL CONTENT

To facilitate evaluation, please prepare your proposal according to the format outlined below:

26.1 Letter of Transmittal/Cover Letter

26.1.1 Indicate to which category the proposal applies. Briefly summarize the key points of the proposal. Identify who will be the project manager or main contact. The letter should be signed by the individual(s) with authority to contractually bind the company during the evaluation and contract processes.

SPECIAL INSTRUCTIONS TO PROPOSERS

26.2 Certification and Contract Offer. (Proposal Response Packet) Failure to sign and submit this form may be cause for rejection.

27. GUIDELINES FOR PROPOSAL SUBMITTAL AND RECEIPT

27.1 To be considered for this contract, each proposer must submit six (6) copies of its complete proposal document, including one copy clearly marked as the original and an electronic copy in Adobe Acrobat (PDF) or Microsoft Word format in the sequential order of the proposal with a separate folder for any proprietary information. Proposals must be in a sealed envelop or package addressed and mailed or hand-delivered to:

Suzi Fulcher CPPB, Senior Buyer
Washington County Purchasing Division, MS 28
155 North First Avenue, Suite 270
Hillsboro, Oregon 97124

27.2 Proposals must be physically received at the above location by 3:00 PM Wednesday September 14, 2011. A postmark is not sufficient. Proposals received after the designated time and date will be returned unopened.

27.3 Proposers are required to submit the proposal forms furnished in this RFP document. Please retain a copy for your records.

27.4 A separate application is required for each category. Multiple applications may be delivered in the same sealed package, but must be a completely separate proposal.

27.5 Proposals will not be read aloud.

27.6 Each submittal shall contain the following:

27.6.1 All proposal response forms, including the signed and dated certification and contract offer sheet. All addenda must be acknowledged on the certification and contract offer.

27.6.2 Responses to Item 44 - Proposal Content

27.6.3 Insurance Requirements Certification form

27.6.4 Failure to submit any of the required items may be grounds for rejection of the proposal.

28. EVALUATION CRITERIA AND SELECTION PROCESS

28.1 All proposals will be reviewed by staff from the Housing Authority and the Purchasing Division based on the following criteria. Each evaluation criteria has been assigned points based on its relative value to the contract as a whole. The criteria and the associated points are listed in the table below:

CRITERIA	POINTS
Project Location, Number Of Vouchers Requested, Identify The Proposed Rents. (Reference Items 44.1, 44.2, And 44.3) (For Informational Purposes Only)	N/A
Describe Your Project. (Reference Item 44.4)	15
Describe The Resources (Reference Item 44.5)	10
Identify The Target Population (Reference Item 44.6)	10
Describe The Supportive Services Being Provided (Reference Item 44.7)	15
Describe The Affordability Of Your Project (Reference Item 44.8)	10
Describe The Housing Need Not Currently Being Met (Reference Item 44.9)	10
Describe The Structure And Staffing Of The Organization As It Relates To This Project (Reference Item 44.10)	10
Describe Your Organization’s Plans To Successfully Manage And Maintain The Project And Units (Reference Item 44.11)	5
Describe Your Project’s History (Reference Item 44.12)	15
TOTAL POINTS	100

28.2 Top scoring proposers may be selected for interviews. In addition, arrangements may be made to visit the facilities of each finalist. If necessary, an additional 20 points may be assigned to the interview and site visit process.

28.3 After the above activity has occurred, a notice of intent to award will be published and a recommendation will be presented to the Housing Authority of Washington County for consideration.

28.4 The County reserves the right to check references only on the highest scoring proposers or depending on the scoring differential just the highest proposer.

SPECIAL INSTRUCTIONS TO PROPOSERS

29. FORM OF CONTRACT

- 29.1 A copy of the agreements for existing projects that are substantially able to meet Housing Quality Standards, and for new construction and substantial rehab, and the Agreement to Enter Into a Housing Assistance Payments Contract that the County expects the successful firm or individual to execute are attached. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

30. INSURANCE REQUIREMENTS

- 30.1 General Liability Insurance as indicated in the Insurance Certification is required.

31. TERM OF CONTRACT

- 31.1 Successful applicants must execute a Housing Assistance Payment (HAP) contract with HAWC for a term up to ten (10) years. PBA proposals for a HAP contract less than ten years will not be accepted.
- 31.2 At the end of the initial ten-year term, HAP Contracts are renewable for an additional five years, upon consent of the Owner and should the Housing Authority determine an extension is appropriate.

32. CONTRACT ADMINISTRATION

- 32.1 The Contract Administrator will be Adolph A. Valfre, Jr.

PROJECT SPECIFICATIONS / SCOPE OF WORK

33. BACKGROUND

- 33.1 The Housing Authority of Washington County (HAWC) has determined that converting some of its Tenant-Based housing vouchers to Project-Based vouchers (not to exceed 20% of the inventory) is in the community's interest. This is an appropriate option because it will (1) de-concentrate poverty, (2) further the strategies of the County's 10-Year Plan to End Homelessness and (3) expand housing and economic opportunity.
- 33.2 Project-Based Section 8, known herein as Project-Based Assistance (PBA), is a federal rental assistance program that aids families earning no more than 50% adjusted median income (AMI) through the attachment of rental subsidies to single and multi-family housing units. The rental subsidy is paid by the HAWC through HUD and reduces an eligible family's monthly housing costs to no more than 40% of adjusted monthly income. The HAWC is authorized to utilize up to 20% of its allocated Housing Choice Voucher Program subsidy for a PBA program. The HAWC seeks to meet the agency's local goals, as outlined in the Housing Authority's Administrative Plan, with the award of a limited number of PBA vouchers.
- 33.3 In order to achieve these goals the HAWC invites interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the physical structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements (24 CFR 983) and with the Housing Authority's Administrative Plan (Revised 6/23/09).
- 33.4 HAWC is limiting the acceptance of proposals to those that include a minimum of two PBA units per project site. Proposals for PBA for single family homes will not be accepted.
- 33.5 The Housing Authority is seeking rental property owners and/or developers who wish to attach federal rental subsidies to either (1) existing, (2) substantial rehabilitation (SR) or (3) new construction (NC) affordable rental housing through their Housing Choice Voucher Program and the U.S. Department of Housing and Urban Development Department's (HUD) Project-Based Voucher Rental Assistance Program. It is the HAWC's intention to solicit proposals from such owners (Proposers), evaluate the qualifications, establish a competitive range, conduct interviews, verify the information presented, and enter into an Agreement with the successful Proposer(s).
- 33.6 The Housing Authority intends to issue a maximum of 138 project-based vouchers (PBVs) to eligible existing, SR or NC affordable housing projects located in Washington County that are owned or will be acquired or developed by non-profit and/or governmental agencies. Of the 138 PBVs, 38 are Category 1 project-based vouchers carried forward from the first RFP (No. 29078P, dated August 3, 2009) There will be two allocation categories for these project-based vouchers—(1) Chronically homeless and (2) Extremely Low-Income (30% or less AMI).

PROJECT SPECIFICATIONS/SCOPE OF WORK

33.6.1 **Category 1 - Chronically Homeless (90 Vouchers):** The HAWC, as the lead agency for the County's 10-Year Plan to End Homelessness, desires to increase supportive housing opportunities by allocating ninety (90) of the project-based vouchers for Single Room Occupancy (SRO—See HUD's definition for SRO in Section 41 below) or 1-bedroom units for chronically homeless persons. Thirty-eight (38) of these PBVs are being carried forward from the first RFP, as indicated above. (See HUD's definition for chronically homeless persons in Section 41 below.)

33.6.2 **Category 2 – Extremely Low-Income (48 Vouchers):** The remaining 48 vouchers will be available to persons who are extremely low-income (i.e., 30% or less of the area median income or AMI). The preferred unit bedroom distribution is (1) 27 one-bedroom or SRO units [55%]; (2) 12 two-bedroom units [26%] and (3) 9 three-bedroom [19%], although HAWC reserves the right to modify this distribution as needed. These 30% AMI units may be beneficial in subsidizing (1) a mixed-income project or a multifamily project serving extremely low income persons, or (2) projects that offer housing and services for individuals re-entering the community.

- NOTE 1: New construction and substantial rehabilitation PBV projects that are selected may be considered favorably in the County's competitive 2012 HOME application funding cycle.
- NOTE 2: A separate application is required for each category.

34. MINIMUM REQUIREMENTS FOR THE PROGRAM

- 34.1 De-concentration of Poverty: All project locations must be located within a Washington County qualified census tract, which meets HUD's goals for the de-concentration of poverty. See 24 CFR 983.57 for site selection standards. Projects must be located in census tracts with a poverty rate of 10% or less.
- 34.2 Some projects located in areas with higher poverty rates (not to exceed 20%) may be considered, the owner must submit justification for the need to project-base their development in such an area and identify the positive impact(s) that the project will contribute to the jurisdiction.
- 34.3 Project located in non-qualified census tracts (>20%) will require HUD review and approval. Please refer to Attachment 1 for a list of Washington County Qualified Census Tracts.
- 34.4 Number of Units to be project-based: Non-elderly, non-disabled projects (with more than four units per building) are subject to a 25% limit of PBA units per building. Buildings with four or fewer units have **no** limit. Elderly, disabled and special needs projects also have **no** PBA limit. Special needs projects include supportive housing with wrap-around services (for the chronically homeless, dual diagnosis, HIV, etc.).

PROJECT SPECIFICATIONS/SCOPE OF WORK

- 34.5 Bedroom Type: Category 1 must either be single room occupancy (SRO) or one-bedroom. Category 2 may be either SRO, 1-/2- or 3-bedrooms. Both categories must meet or exceed HUD's established Housing Quality Standards prior to occupancy.
- 34.6 All project locations must meet HUD's site and neighborhood standards as described in 24 CFR 983.57 and the HAWC Administrative Plan. (See link in Reference Documents Item 43 below).

35. RENT DETERMINATION

- 35.1 The gross rent (rent plus utility allowance) for all subsidized units will be established as the lesser of:
- 35.1.1 An amount not to exceed the reasonable rent as determined by HAWC in accordance with 24 CFR part 983.256.
 - 35.1.2 Up to 110% of Fair Market Rent (FMR). FMR is the standard rent for comparable private market units in the subject area; or
 - 35.1.3 A HUD approved Exception Rent Limit, as determined by HAWC in accordance with 24 CFR part 982.504.
 - 35.1.4 Rent Setting - Gross Rent caps: lower of 110% FMR or Rent Reasonableness determination of owner requested rent. Mandatory use is required of PHA utility allowance.

36. HQS INSPECTIONS

- 36.1 The HAWC must inspect all units before the proposed selection date and all units must substantially pass Housing Quality Standards (HQS) at that time and must fully comply with HQS standards before the execution of a HAP contract.
- 36.2 Housing Quality Standards (HQS):
- 36.2.1 Lead-based paint rules are more complex than for tenant-based assistance. Criteria differ based on level of annual subsidy (over \$5,000 in annual subsidy triggers a Risk Assessment for multi-family buildings).
 - 36.2.2 100% inspection required before a HAP contract is approved.

37. KEY CONSIDERATIONS

37.1 Three Types of Section 8 Project-based Vouchers

37.1.1 Existing Units: Require only that the units selected substantially meet Housing Quality Standards (HQS) at the time of selection, and completely meet HQS by the time of Housing Assistance Payment (HAP) execution.

37.1.2 New Construction (NC): Units do not exist on selection date.

37.1.3 Substantial Rehabilitation (SR): Units substantially do not meet HQS on selection date.

37.2 The Housing Authority will not use high-rise elevator building projects (i.e., greater than four (4) stories) for families with children, unless the HAWC determines there is no practical alternative and HUD approves the selection.

37.3 25% Building PBV Unit Limit: In multi-family buildings, non-elderly, non-disabled PBV units are limited to 25% PBV. Units can be exempted from that limit if part of an approved and monitored supportive service program arrangement.

37.4 Subsidy Layering: The presence of any other Federal, State or Local housing assistance requires a subsidy layering review. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state or local agencies, including assistance such as tax concessions or tax credits.

37.5 The HAWC will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

37.6 The HAWC will require the successful proposer(s) to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

37.7 Environmental Review: Environmental review is required even for existing units. For New Construction or Substantial Rehabilitation, work cannot begin, nor can an Agreement to enter a HAP Contract occur until the environmental review is complete, including a Request for Release of Funds.

PROJECT SPECIFICATIONS/SCOPE OF WORK

- 37.8 The HAWC will not enter into an Agreement or HAP contract with an owner nor will the HAWC, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:
- 37.8.1 The responsible entity (a unit of general local government, a county or a state) has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;
 - 37.8.2 The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or
 - 37.8.3 HUD has performed an environmental review under 24 CFR part 50 and has notified the HAWC in writing of environmental approval of the site.
- 37.9 The HAWC will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

38. SITE AND NEIGHBORHOOD

- 38.1 Existing and Rehabilitated Housing. The HAWC will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:
- 38.1.1 Site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
 - 38.1.2 Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
 - 38.1.3 Be accessible to social, recreational, educational, commercial, and health facilities and services, and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
 - 38.1.4 Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. Housing and Transportation costs should not exceed 45% of the family's gross income. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

PROJECT SPECIFICATIONS/SCOPE OF WORK

38.1.5 Poverty concentration criteria established by the PHA in its site selection standards must be addressed, including mandatory criteria to ensure that statutory goal of de-concentration is met. (Reference Attachment 1)

38.2 New Construction (only). A site for newly constructed housing must meet the following site and neighborhood standards:

38.2.1 The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

38.2.2 The site must not be located in an area of minority concentration, except as permitted in 38.2.3 and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

38.2.3 Exception: A project may be located in an area of minority concentration only if:

(1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or

(2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

38.2.4 The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

38.2.5 The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.

38.2.6 The housing must be accessible to social, recreational, educational, commercial, and health facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

38.2.7 Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to place of employment providing a range of jobs for lower-income workers must not be excessive. Housing and Transportation costs should not exceed 45% of the family's gross income.

PROJECT SPECIFICATIONS/SCOPE OF WORK

38.2.8 Poverty concentration criteria established by the PHA in its site selection standards must be addressed, including mandatory criteria to ensure that statutory goal of de-concentration is met. (Reference Attachment 1)

39. NEW CONSTRUCTION (NC) AND SUBSTANTIAL REHABILITATION (SR)

- 39.1 Use of Agreement to Enter HAP Contract
- 39.2 Completion and acceptance process to move to HAP Contract
- 39.3 More stringent Environmental and Site and Neighborhood criteria.
- 39.4 Davis Bacon on buildings with 9 or more contract units
- 39.5 Accessibility requirements apply.

140. MUST MINIMIZE DISPLACEMENT

- 40.1 Cannot select a dwelling unit that houses an ineligible family
- 40.2 If eligible, family must get waiting list preference to be selected.

41. HUD HOMELESS DEFINITIONS

- 41.1 Chronically Homeless: A chronically homeless person is either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years.
- 41.2 Homeless: The term “homeless” or “homeless individual or homeless person” includes:
 - 1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
 - 2) an individual who has a primary nighttime residence that is —
 - a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - b) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

➤ NOTE: The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

PROJECT SPECIFICATIONS/SCOPE OF WORK

41.3 Special Need: A person (prospective tenant) with special needs must be the adult member of the household and meet the criteria in both categories below, or the person is a recipient of SSI/SSDI. The tenant must have:

- 1) A describable “special need condition”, defined as a physical (including profound deafness and legally blind), mental or emotional impairment that is of long-term duration, and
- 2) At the same time, the tenant must have a *substantial and sustained* need for supportive services in order to successfully live independently. In order to meet the “special needs definition,” tenants must require assistance in at least two life-skill areas, such as:
 - a) The ability to independently meet personal care needs;
 - b) Economic self-sufficiency (capacity for sustained and successful functioning in vocational, learning or employment contexts);
 - c) Use of language (ability to effectively understand, be understood and handle communication as needed on a daily and ongoing basis);
 - d) Instrumental living skills (managing money, getting around in the community, grocery shopping, complying with prescription requirements, meal planning and preparation, mobility, etc.), or
 - e) Self-direction (making decisions/choices about one’s day-to-day activities and regarding one’s future)

41.4 Single Room Occupancy (SRO): Is a special housing type offered if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

- 1) SRO housing means housing consisting of zero-bedroom dwelling units that may contain food preparation or sanitary facilities or both. However, HQS for sanitary facilities, food preparation, refuse disposal and space and security are different than those at §982.401. The Payment Standard and utility allowance for an SRO is based upon a percent of the zero-bedroom Payment Standard and utility allowance.

42. OTHER IMPORTANT PROGRAM REQUIREMENTS

42.1 Applicants must ensure that proposals meet other key HUD regulations or HAWC guidelines, as highlighted below.

- 42.1.1 The Project-Based voucher program requires compliance with all equal opportunity requirements under federal law and regulation, including the authorities cited at 24 CFR 5.105(a).

PROJECT SPECIFICATIONS/SCOPE OF WORK

- 42.1.2 Proposals must clearly show that individuals selected under the “Chronically Homeless” category are eligible in accordance with HUD’s definition for chronically homeless.
- 42.1.3 If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out (“move-out month”). If the HAWC determines that the vacancy is the owner’s fault, the owner may not keep the payment.
- 42.1.4 The Project-Based Assistance subsidy will be permanently attached to each assisted unit for the duration of the HAP contract with the owner. The subsidy will become attached to a particular unit after the first subsidized occupant moves in. Thereafter, only qualified program participants may occupy those specific units.
- 42.1.5 HAWC will maintain separate waiting lists for its Housing Choice Voucher and Project-Based Assistance programs. Prospective tenants on HAWC’s Project-Based Assistance waiting list will be referred to eligible owners for screening and selection. Owners may also refer applicants to HAWC for eligibility determination and, if deemed qualified, the applicant(s) will be added to the Project-Based Assistance waiting list.
- 42.1.6 All applications will be ranked according to specific criteria, based on HAWC’s housing goals. HAWC will negotiate further with the top ranked proposers. Pending HAWC and HUD approval (as applicable), the successful proposer(s) may enter into a contract with HAWC for a predetermined amount of units.
- 42.1.7 All assisted units will be inspected by HAWC on an annual basis to verify continued compliance with HUD’s Housing Quality Standards. For quality control purposes, HAWC will inspect non-PBV units in the same project to ensure that the PBV units are in the same or better condition than the non-PBV units.
- 42.1.8 Ineligible Housing: HAWC will not award Project-Based Assistance for shared housing, cooperative housing, transitional housing, manufactured home space rental, or the homeownership option. Additionally, HAWC will not award Project-Based Assistance for properties that are already subsidized under the following programs: Public Housing, any form of Section 8, any local or state rent subsidy, Section 236, Section 521, Section 202, Section 202 Loan, Section 811 or Section 101 Rent Supplement.
- 42.1.9 All building sites and neighborhood locations proposed for existing housing must receive HUD approval prior to the award of subsidy. The sites and neighborhoods will be assessed for the fulfillment of specific HUD criteria, as referenced in 24 CFR 983 and the HAWC Administrative Plan.

PROJECT SPECIFICATIONS/SCOPE OF WORK

42.1.10 All awards of subsidy are conditional upon the successful completion of an environmental review by the respective local government for each site and neighborhood location in accordance with 24 CFR part 58.

43. REFERENCE DOCUMENTS

43.1 Section 8 Administrative Plan. For additional information on HAWC's policies and procedures related to managing a Project-Based Assisted property, please select the Section 8 Administrative Plan link at our webpage:

<http://www.co.washington.or.us/Housing/PoliciesPlans/plans.cfm>

This will provide information on: Owner Responsibilities; Housing Assistance Payments Contracts; Selection of PBV Program Participants; Occupancy Requirements; Determining Rent to Owners; Payments to Owners; Vacancy Payments; and other requirements.

44. PROPOSAL CONTENT and RANKING CRITERIA

44.1 Project Location. Identify the project site(s) by address, Assessor's Map I.D. and Tax Lot Number. Identify the Census Tract your project site(s) is located. (No Points Assigned; Information will be used to determine if project is located in a qualified census tract.)

44.2 Identify the number of Housing Choice Vouchers you are requesting to be Project-Based at your site. (No Points Assigned; for informational purposes only)

44.3 Identify the proposed rents. Please identify the proposed rents by unit type for your project. Included proposed contract rents for PBA subsidized and non-subsidized units. Describe the utilities, services, and appliances (owner paid) to be included in the proposed rents. What utilities will tenants be responsible to pay? (No Points Assigned; for informational purposes only)

44.4 Describe your project. Indicate whether it is existing housing, substantial rehabilitation or new construction. Also indicate which RFP project-based voucher category you are applying for: chronic homeless or extremely low-income. Please explain why this project is being proposed. Describe the location, physical characteristics, amenities, target population, unit type and number of units in the development. Describe the housing types in the neighborhood, including the concentration of multi-family affordable housing. Include pictures of your project. [15 points]

44.5 Describe the resources that are being/were used in the development of your project. Identify the sources of funding and/or financing used to develop your project. [10 points]

PROJECT SPECIFICATIONS/SCOPE OF WORK

- 44.6 Identify the target population (i.e. chronic homeless or homeless individuals, extremely low-income family, elderly, disabled, etc.) of your project. Include income level restrictions proposed for the project including non-subsidized units. [10 points]
- 44.7 Describe the Supportive Services being provided, if applicable. Describe Service Provider partnerships by agency and existing agreements in place to support service delivery. Describe verification of chronic homelessness status and compliance of HMIS (Homeless Management Information System) data collection for homeless persons served with project-based section 8 housing, if applicable. Identify whether residents being admitted for these services will require long-term, permanent supportive housing. [15 points]
- 44.8 Describe the affordability of your project. Include an analysis of proposed rents versus household income levels to be targeted. What is term of affordability for your project? (i.e., how many years will your project remain affordable?) [10 points]
- 44.9 Describe the housing need not currently being met. How does your project address the need? [10 points]
- 44.10. Describe the structure and staffing of the organization as it relates to this project. Explain how your organization's experience and abilities allow you to effectively manage this project. Identify the project owner and property management agent. Also describe your organization's past experience, if any, in the administration or management of government subsidized affordable housing projects. [10 points]
- 44.11 Describe your organization's plans to successfully manage and maintain the project and units. [5 points]
- 44.12 Describe your project's history. What is your current vacancy rate and what is your vacancy rate for the past three years (or as many years as you have been occupied). If this is new construction, describe your success rate(s) of other projects. If you have had vacancy problems in the past, what have you done to correct them? If you have not had vacancy problems, what has made your project successful? What is your current marketing strategy to ensure that you reach the underserved populations in our area? [15 points]

The following additional information will be requested of owners/proposers upon project selection and condition approval.

1. The completion of an Environmental Review Checklist and site and neighborhood description.
2. A complete management and maintenance plan. This plan will describe all aspects of the site management plan, including the Resident Selection Policies. The plan should also describe the preventive, routine and emergency maintenance procedures for the entire site.
3. A complete financial plan.

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of County. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** The prevailing party in a Claim shall be entitled to reasonable attorney fees and costs as awarded by the court, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.**
 - 7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.
 - 7.2 The Contractor agrees to:
 - a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

STANDARD TERMS AND CONDITIONS

8. **Independent Contractor.**

8.1 Contractor shall perform the work required by this contract as an “Independent Contractor.” Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the County, as those terms are used in ORS 30.260 et. seq.

8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.

8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County’s written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. **Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County’s premises and use as part of the work described in this contract.

10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. **Termination.**

11.1 This contract may be terminated under the following conditions:

a. By mutual consent of both parties.

b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.

c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

STANDARD TERMS AND CONDITIONS

- 11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.
- 11.4 In addition to its other rights to terminate, County may terminate this Agreement in whole or in part upon thirty days' prior notice to Contractor when it is determined to be in the best interests of County. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
- 11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract
13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
- 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

STANDARD TERMS AND CONDITIONS

16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
23. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.

STANDARD TERMS AND CONDITIONS

24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County.
- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$3,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- 25.5 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County.
- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than workers' compensation insurance and professional liability insurance, required under this contract. The additional insured status must include both ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include "cross-liability" coverage as provided under the standard ISO Forms "Separation of Insured" clause.

STANDARD TERMS AND CONDITIONS

- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). The policy or certificate shall provide for thirty days' notice of lapse, cancellation or material change. In addition, Contractor shall immediately notify County of any lapse, cancellation or material change in its insurance coverage
- 25.9 **Subcontractor Insurance.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.
29. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debar Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
30. **Security of Information**
- 30.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- 30.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

STANDARD TERMS AND CONDITIONS

30.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

Attachment 1:

Qualified Census Tracts in Washington County for Project-Based Voucher (PBV) Developments

Qualified Census Tracts in Washington County for Project-Based Voucher (PBV) Developments

<u>Tract</u>	<u>Poverty Rate based on 2000 Census</u>	<u>Qualified Tract for PBV?</u>	<u>Tract</u>	<u>Poverty Rate based on 2000 Census</u>	<u>Qualified Tract for PBV?</u>
301	7.86%	Yes	324.06	8.29%	Yes
302	5.91%	Yes	325	9.89%	Yes
303	5.87%	Yes	326.03	4.10%	Yes
304.01	9.46%	Yes	326.05	3.29%	Yes
304.02	9.25%	Yes	327	5.09%	Yes
305.01	6.21%	Yes	328	9.80%	Yes
305.02	6.61%	Yes	330	7.78%	Yes
306	9.07%	Yes	333	5.23%	Yes
308.01	4.94%	Yes	334	6.33%	Yes
308.03	3.88%	Yes	335	7.60%	Yes
308.04	6.33%	Yes	336	3.41%	Yes
310.03	5.57%	Yes			
310.04	4.31%	Yes			
310.05	9.72%	Yes			
310.06	9.91%	Yes	307	15.77%	No
311	9.19%	Yes	309	17.83%	No
314.02	9.33%	Yes	312	17.13%	No
314.03	8.76%	Yes	313	22.23%	No
314.04	7.24%	Yes	316.06	13.14%	No
315.04	8.03%	Yes	316.09	10.40%	No
315.06	4.53%	Yes	316.1	11.59%	No
315.07	6.93%	Yes	316.12	10.49%	No
315.08	3.31%	Yes	316.13	18.55%	No
315.09	2.67%	Yes	317.05	14.94%	No
315.1	2.84%	Yes	317.06	15.04%	No
315.11	4.78%	Yes	320.02	11.41%	No
315.12	3.45%	Yes	324.03	25.71%	No
316.05	4.97%	Yes	326.04	12.17%	No
316.08	8.18%	Yes	326.06	17.32%	No
316.11	4.43%	Yes	329.01	15.32%	No
317.03	6.27%	Yes	329.02	18.72%	No
317.04	8.49%	Yes	331	13.51%	No
318.04	5.21%	Yes	332	36.48%	No
318.05	2.14%	Yes			
318.06	4.63%	Yes			
318.07	5.85%	Yes			
318.08	2.02%	Yes			
318.09	5.77%	Yes			
319.03	5.14%	Yes			
319.04	3.49%	Yes			
319.05	5.41%	Yes			
319.06	2.69%	Yes			
320.01	4.57%	Yes			
321.03	3.44%	Yes			
321.04	2.33%	Yes			
321.05	2.84%	Yes			
321.06	8.83%	Yes			
322	1.93%	Yes			
323	6.34%	Yes			
324.04	6.52%	Yes			
324.05	3.80%	Yes			

ATTACHMENT 2

AGREEMENTS FOR EXISTING PROJECTS THAT
ARE SUBSTANTIALLY ABLE TO MEET
HOUSING QUALITY STANDARDS,

AND FOR NEW CONSTRUCTION AND
SUBSTANTIAL REHAB,

AND THE AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS
CONTRACT

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

**PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PREPARATION OF HAP CONTRACT

Instructions on preparation of the HAP contract are attached at the end of the HAP contract text. Reference numbers in the text of section 1 of the contract refer to notes at the end of the contract text.

PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT CONTRACT
EXISTING HOUSING

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HAP Contract Number: _____

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

PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING
PART 1 OF HAP CONTRACT

1. CONTRACT INFORMATION¹

a. Contents of contract

This is a housing assistance payments contract (HAP contract) between the PHA and the owner. The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph b.

b. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A DESCRIPTION OF CONTRACT UNITS

NUMBER OF UNITS BY UNIT SIZE (NUMBER OF BEDROOMS), ADDRESS, AND APPLICABLE INITIAL RENT TO OWNER²

EXHIBIT B SERVICES, MAINTENANCE AND UTILITIES TO BE PROVIDED BY THE OWNER

ADDITIONAL EXHIBITS:³

c. Effective date and term of HAP Contract

i. Effective date

1) For all contract units, the effective date of the HAP contract is:

_____.

2) The term of the HAP contract begins on the effective date.

ii. Length of Term

1) Subject to paragraph (2), the length of the term of the HAP contract for all contract units is: _____.

2) Notwithstanding paragraph (1), the length of the term of the HAP contract may not be less than one year, nor more than ten years.

3) The length of the term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funds (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make housing assistance payments in accordance with the HAP contract.

- 4) If sufficient appropriated funds are not available, the PHA may terminate the HAP contract upon notice to the owner.

d. Occupancy and payment

i. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of the contract units, the owner may keep the housing assistance payment for the month when the family moves out .

ii. Vacancy payment⁴

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH d.ii) , OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- 1) If an assisted family moves out of a contract unit leased to and occupied by the family, the PHA shall continue housing assistance payments to the owner for a vacancy period of up to sixty days from the move out date, if:
 - a) The owner gives the PHA prompt notice of the vacancy;
 - b) The vacancy is not the fault of the owner, and
 - c) The owner has taken every reasonable action to minimize the likelihood and length of vacancy.
- 2) The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- 3) The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- 4) After sixty days from commencement of a vacancy, the PHA will not make any housing assistance payments to the owner for the vacant contract unit

iii. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph d (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

iv. Income-mixing requirement

- 1) Except as provided in paragraph iv.2, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any building.
- 2) In referring eligible families to the owner for admission to the number of contract units in any building exceeding the 25 percent limitation under paragraph iv.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
- 3) The following specifies the number of contract units (if any)
 - a) Designated for occupancy by disabled families, or
 - b) Designated for occupancy by elderly families, or
 - c) Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families:

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services: _____

EXECUTION OF HAP CONTRACT

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By: _____
Signature of authorized representative

Name and official title (Print)

Date _____

OWNER

Name of Owner (Print)

By _____
Signature of authorized representative

Name and title (Print)

Date _____

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

PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT

EXISTING HOUSING

PART 2 OF HAP CONTRACT

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in paragraph 1.b of the HAP contract).

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based assistance under the housing choice voucher program assisted under the PBA program.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the housing choice voucher program (42 U.S.C. 1437f(o)). HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. Project-based assistance under the housing choice voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- 1) This is a HAP contract between the PHA and the owner.
- 2) The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD housing quality standards (HQS) from the owner.
- 3) The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. HUD rent requirements

- 1) Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements.
- 2) The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

- 1) Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
- 2) The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
- 3) Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
- 4) The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
- 5) To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

- 6) If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
- 7) The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate assistance for a family in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case, and that housing assistance payments for the family under the HAP contract will terminate at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount determined by the PHA.

b. Maximum rent

Rent to owner for each contract unit, as adjusted from time to time by the PHA in accordance with this section, may at no time exceed reasonable rent, as determined by the PHA, charged for comparable units in the private unassisted market.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the housing quality standards, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- 1) Performing all management and rental functions for the contract units.
- 2) Enforcing tenant obligations under the lease.
- 3) Paying for utilities and housing services (unless paid by the family under the lease).
- 4) Collecting from the tenant:
 - a) Any security deposit.
 - b) The tenant rent.
 - c) Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- 1) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- 2) The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- 3) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- 4) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

- 5) The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- 6) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- 7) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- 8) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- 9) The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

- 1) The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the housing quality standards, including performance of ordinary and extraordinary maintenance.
- 2) The owner must provide all the services, maintenance and utilities set forth in Exhibit B, and in the lease with each assisted family.

b. PHA inspection

The PHA may inspect the contract units and the premises annually, and any time the PHA deems necessary to assure that the contract units and premises are in accordance with the housing quality standards and that the owner is providing the maintenance, utilities, and other services in accordance with the leases and the HAP contract. The PHA shall give the owner reasonable notice of the annual inspection.

c. Violation of housing quality standards

- 1) If the PHA determines a contract unit is not in accordance with the housing quality standards, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
- 2) The PHA shall not make any housing assistance for a dwelling unit that fails to meet the housing quality standards, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement -- owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

- 1) During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list.
- 2) The owner may apply its own admission standards in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

- 3) The PHA must determine family eligibility in accordance with HUD requirements.
- 4) The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
- 5) If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
- 6) The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

- 1) The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
- 2) The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
- 3) The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
- 4) If vacancies occur, the PHA may give notice to the owner amending Exhibit A of the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for a period of 120 or more days since owner notice of vacancy.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. The lease must include word-for-word all provisions required by HUD.

b. Termination of tenancy

- 1) The owner may only terminate a tenancy in accordance with the lease and HUD requirements.

- 2) The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

- 1) The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- 2) The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
- 3) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
- 4) The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.

d. Other owner charges

- 1) The lease may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not ground for termination of tenancy.
- 2) The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

- 1) The owner may collect a security deposit from the family.
- 2) The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.

- 3) When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
- 4) If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the tenant.

11. OVERCROWDED AND UNDEROCCUPIED UNITS

If the PHA determines that a contract unit is not decent, safe and sanitary because of an increase in the family size which causes the unit to be overcrowded, or that a contract unit is larger than appropriate, under the PHA's subsidy standards, for the size of the family in occupancy, the owner must offer the family a suitable unit as soon as one becomes vacant and ready for occupancy, and the owner must require the family to move.

12. PROHIBITION OF DISCRIMINATION

- 1) The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, creed, religion, sex, national origin, disability or familial status (i.e., because the family includes children).
- 2) The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3610 - 3619) and implementing regulations at 24 CFR parts 100, et seq.; Executive Orders 11063, 12259, and 12892 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-4) (prohibition of discrimination in Federally-assisted programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101 - 6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (prohibition of discrimination because of disability) and implementing regulations at 24 CFR part 8; Executive Orders 11625, 12138, and 12432 (promoting minority and womens' business enterprise); title II of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) (prohibition of employment discrimination because of disability) and the fair housing advertising poster guidelines at 24 CFR part 110.
- 3) The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

13. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

14. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

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

b. PHA remedies

- 1) If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
- 2) The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
- 3) The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

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

15. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours, and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

16. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

17. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA , members of local governing body, or other public officials

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

b. Disclosure

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

c. Interest of member of or delegate to Congress

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

18. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 24 CFR Part 24, concerning debarment, suspension, and limited denial of participation.

b. Disclosure

The owner certifies that:

- 1) The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
- 2) Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended or subject to a limited denial of participation under 24 CFR part 24.

19. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

- 1) The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
- 2) "Transfer" includes:

- a) Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b) The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - c) The creation of a security interest in the HAP contract or the property;
 - d) Foreclosure or other execution on a security interest; or
 - e) A creditor's lien, or transfer in bankruptcy.
- 3) If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1) The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2) The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3) The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

20. OWNER DISCLOSURE OF OTHER GOVERNMENT ASSISTANCE

a. Owner disclosure

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

b. Limit of payments

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

21. OWNER LOBBYING CERTIFICATIONS

- 1) The owner certifies, to the best of owner's knowledge and belief, that:
 - a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 - b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

22. NOTICES AND OWNER CERTIFICATIONS

- 1) Where the owner is required to give any notice to the PHA pursuant to the HAP contract, such notice must be in writing, and must be given in the form and manner required by the PHA.
- 2) Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

23. HUD REQUIREMENTS

The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

24. ENTIRE AGREEMENT

The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner. No changes in the HAP contract may be made except in writing signed by both the owner and the PHA

INSTRUCTIONS

PHA PREPARATION OF HAP CONTRACT.

The HAP contract consists of Part 1, Part 2, and the contract exhibits. The exhibits are listed in paragraph 1.b of Part 1.

Part 1 contains section 1 of the HAP contract.

Part 2 contains sections 2 to 24 of the HAP Contract.

Part 1 includes fill-in items, and a list of the contract exhibits. Fill out part 1 to prepare the HAP contract for execution.

Reference notes in section 1 of the HAP contract refer to the endnotes below. The instructions and endnotes are not part of the HAP contract.

The endnotes are instruction for preparation of the HAP contract. The instructions are not part of the HAP contract.

The form of HAP contract must be used word-for-word, and may not be modified.

CONTRACT EXECUTION

Part 1 is signed by the PHA and by the owner of the housing.

ENDNOTES

¹ Enter all contract information.

² If required by the PHA, the HAP contract may include additional information describing the physical condition, location and plans of the contract units.

³ List any additional exhibits.

⁴ At its discretion, the PHA may elect to delete the vacancy payment provisions (paragraph 1.d.ii) from the HAP contract form.

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

**PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PREPARATION OF HAP CONTRACT

Instructions on preparation of the HAP contract are attached at the end of the HAP contract text. Reference numbers in the text of section 1 of the contract refer to notes at the end of the contract text.

PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENT CONTRACT
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U.S. Department Of Housing and Urban Development
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PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION
PART 1 OF HAP CONTRACT

1. CONTRACT INFORMATION¹

a. Contents of contract

This is a housing assistance payments contract (HAP Contract) between the PHA and the owner. The HAP Contract consists of Part 1, Part 2 and the Contract exhibits listed in paragraph b.

b. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A DESCRIPTION OF CONTRACT UNITS

NUMBER OF UNITS BY UNIT SIZE (NUMBER OF BEDROOMS),

ADDRESS, AND APPLICABLE INITIAL RENT TO OWNER²

EXHIBIT B SERVICES, MAINTENANCE AND UTILITIES TO BE PROVIDED BY THE OWNER

ADDITIONAL EXHIBITS:³

c. Effective date of HAP Contract⁴

PARAGRAPH i BELOW ONLY APPLIES FOR A SINGLE-STAGE PROJECT.

PARAGRAPH ii BELOW ONLY APPLIES FOR A MULTI-STAGE PROJECT.

IF NO BOX IS CHECKED, THIS IS A SINGLE-STAGE PROJECT.

i. Single-Stage Project⁵

Applicability of Single-Stage provisions

This is a single-stage project.

Effective date of HAP Contract for Single-Stage project

For all contract units, the effective date of the HAP Contract is _____

The PHA enters the effective date, and executes the HAP Contract, after completion and PHA acceptance of all units in the single-stage project.

II. Multi-Stage Project⁶

Applicability of Multi-Stage provisions

(1) Designation of Units

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

(2) Effective date of HAP Contract for Multi-Stage Project

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "execution of HAP contract for contract units completed in stages."

(3) Anniversary date of HAP Contract for Multi-Stage Project

The anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage.

D. Term of HAP Contract

i. Beginning of Term

The term of the HAP contract for any unit begins on the effective date of the HAP contract for that unit.

ii. Length of Term

- 1) Subject to paragraph d.ii.(2), the length of the term of the HAP contract for any unit is:

- 2) Notwithstanding paragraph d.ii.(1), the length of the term of the HAP contract for any unit may not be less than one year, nor more than ten years.
- 3) The length of the term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funds (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make housing assistance payments in accordance with the HAP contract.
- 4) If sufficient appropriated funds are not available, the PHA may terminate the HAP contract upon notice to the owner.

e. Occupancy and payment

i. Payment for occupied unit

- 1) The PHA makes housing assistance payments to the owner for the months during which a contract unit is leased and occupied by an eligible family during the term of the HAP contract.
- 2) [Except for vacancy payments as provided in paragraph e.ii] If an assisted family moves out of the contract unit occupied by the family, the PHA will not make any housing assistance payments to the owner for any month after the month when the family moves out.

ii. Vacancy payment⁸

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.ii), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

If an assisted family vacates the contract unit leased and occupied by the family, the PHA agrees to continue housing assistance payments to the owner for a vacancy period of up to sixty days from commencement of the vacancy, if:

- 1) The owner gives the PHA prompt notice of the vacancy;
- 2) The vacancy is not the fault of the owner, and
- 3) The owner has taken every reasonable action to minimize the likelihood and length of vacancy.

iii. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

iv. Income-mixing requirement

- 1) Except as provided in paragraph iv.2, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any building.

2) In referring families to the owner for admission to the number of contract units in any building exceeding the 25 percent limitation under paragraph iv.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated contract units to such families referred by the PHA.

3) The following specifies the number of contract units (if any)

- Designated for occupancy by elderly or disabled families, or
- Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services:

**EXECUTION OF HAP CONTRACT
FOR SINGLE-STAGE PROJECT**

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By: _____
Signature of authorized representative

Name and official title (Print)

Date _____

OWNER

Name of Owner (Print)

By _____
Signature of authorized representative

Name and title (Print)

Date _____

EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

Contract units in each stage are described in Exhibit A.

STAGE NO. 1 The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By: _____

Signature of authorized representative

Name and official title (Print)

Date _____

OWNER

Name of Owner (Print)

By _____

Signature of authorized representative

Name and title (Print)

Date _____

STAGE NO. 2 The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By: _____
Signature of authorized representative

Name and official title (Print)

Date _____

OWNER

Name of Owner (Print)

By _____
Signature of authorized representative

Name and title (Print)

Date _____

STAGE NO. 3 The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By: _____
Signature of authorized representative

Name and official title (Print)

Date _____

OWNER

Name of Owner (Print)

By _____
Signature of authorized representative

Name and title (Print)

Date _____

STAGE NO. ____ The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By: _____
Signature of authorized representative

Name and official title (Print)

Date _____

OWNER

Name of Owner (Print)

By _____
Signature of authorized representative

Name and title (Print)

Date _____

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

PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION
PART 2 OF HAP CONTRACT

2. DEFINITIONS

Agreement. Agreement to enter into Housing Assistance Payments Contract (AHAP) between the owner and the PHA. This HAP contract was entered following new construction or rehabilitation of the contract units by the owner pursuant to an AHAP.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part A, Part B, and the contract exhibits (listed in paragraph 1.b of the HAP contract).

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based assistance under the Housing Choice Voucher Program assisted under the PBA program.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the housing choice voucher program (42 U.S.C. 1437f(o)). HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the Agreement or the HAP contract, or in any proceeds or benefits arising from the Agreement or HAP contract.

Program. Project-based assistance under the Housing Choice Voucher Program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13))

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- 1) This is a HAP contract between the PHA and the owner.
- 2) The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD housing quality standards (HQS) from the owner.
- 3) The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. COMPLETION AND ACCEPTANCE OF CONTRACT UNITS

The owner certifies that the contract units have been completed in accordance with the Agreement to Enter into Housing Assistance Payments Contract ("Agreement"). Completion and acceptance of the units is subject to the provisions of the Agreement.

5. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 6 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. HUD rent requirements

- 1) Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements.
- 2) The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

- 1) Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
- 2) The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
- 3) Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
- 4) The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

- 5) To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.
- 6) If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
- 7) The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance payments for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance payments in such case, and that housing assistance payments for the family under the HAP contract will terminate at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

6. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

During the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount determined by the PHA.

b. Maximum rent

Rent to owner for each contract unit, as adjusted from time to time by the PHA in accordance with this section, may at no time exceed reasonable rent, as determined by the PHA, charged for comparable units in the private unassisted market.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the housing quality standards, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

7. OWNER RESPONSIBILITY

The owner is responsible for:

- 1) Performing all management and rental functions for the contract units.
- 2) Enforcing tenant obligations under the lease.
- 3) Paying for utilities and housing services (unless paid by the family under the lease).
- 4) Collecting from the tenant:
 - a) Any security deposit.
 - b) The tenant rent.
 - c) Any charge for unit damage by the family.

8. OWNER CERTIFICATIONS

The owner certifies that at all times during the term of the HAP contract:

- 1) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- 2) The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.

- 3) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- 4) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- 5) The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- 6) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- 7) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- 8) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- 9) The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.
- 10) The contract units and premises have an automatic sprinkler system or smoke detectors in proper condition in compliance with the Fire Administration Authorization Act of 1992.
- 11) The contract units and premises are in compliance with the Lead-Based Paint regulations at 24 CFR Part 35

9. CONDITION OF UNITS

a. Owner maintenance and operation

- 1) The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the housing quality standards, including performance of ordinary and extraordinary maintenance.
- 2) The owner must provide all the services, maintenance and utilities set forth in Exhibit B, and the lease with each assisted family.

b. PHA inspection

The PHA may inspect the contract units and the premises any time the PHA deems necessary to assure that the contract units and premises are in accordance with the housing quality standards and that the owner is providing the maintenance, utilities, and other services in accordance with the leases and the HAP contract.

c. Units not decent, safe and sanitary

If the PHA determines a contract unit is not in accordance with the housing quality standards, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, abatement, or reduction of housing assistance payments, or termination of the HAP contract. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

d. Maintenance and replacement -- owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

10. LEASING CONTRACT UNITS

a. Selection of tenants

- 1) During the term of the HAP contract, the owner must lease all contract units to eligible families referred by the PHA from its waiting list. The PHA must determine family eligibility in accordance with HUD requirements.
- 2) The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
- 3) If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
- 4) The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

- 1) The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
- 2) The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
- 3) The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
- 4) If vacancies occur, the PHA may give notice to the owner amending Exhibit A of the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for a period of 120 or more days since owner notice of vacancy.

11. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. The lease must include word-for-word all provisions required by HUD.

b. Termination of tenancy

- 1) The owner may only terminate a tenancy in accordance with the lease and HUD requirements.
- 2) The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

- 1) The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

- 2) The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
- 3) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
- 4) The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.

d. Other owner charges

- 1) The lease may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not ground for termination of tenancy.
- 2) The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

- 1) The owner may collect a security deposit from the family.
- 2) The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
- 3) When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
- 4) If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the tenant.

12. OVERCROWDED AND UNDEROCCUPIED UNITS

If the PHA determines that a contract unit is not decent, safe and sanitary because of an increase in the family size which causes the unit to be overcrowded, or that a contract unit is larger than appropriate, under the PHA's subsidy standards, for the size of the family in occupancy, the owner must offer the family a suitable unit as soon as one becomes vacant and ready for occupancy, and the owner must require the family to move.

13. PROHIBITION OF DISCRIMINATION

- 1) The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, creed, religion, sex, national origin, disability or familial status (i.e., because the family includes children).
- 2) The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing a contract unit, because members of the family are unwed parents, pregnant women, children born out of wedlock, or recipients of public assistance.
- 3) The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3610 - 3619) and implementing regulations at 24 CFR parts 100, et seq.; Executive Orders 11063, 12259, and 12892 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-4) (prohibition of discrimination in Federally-assisted programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101 - 6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (prohibition of discrimination because of disability) and implementing regulations at 24 CFR part 8; Executive Orders 11625, 12138, and 12432 (promoting minority and womens' business enterprise); title II of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) (prohibition of employment discrimination because of disability) and the fair housing advertising poster guidelines at 24 CFR part 110.
- 4) The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

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

b. PHA remedies

- 1) If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
- 2) The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
- 3) The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

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

16. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

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

17. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

18. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA , members of local governing body, or other public officials

1) No present or former member or officer of the PHA (except tenant-commissioners), no

employee of the PHA who formulates policy or influences decisions with respect to the Housing Choice Voucher Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Housing Choice Voucher Program, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract or the Agreement.

2) This provision may be waived by HUD for good cause.

b. Disclosure

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

c. Interest of member of or delegate to Congress

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

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 24 CFR Part 24, concerning debarment, suspension, and limited denial of participation.

b. Disclosure

The owner certifies that:

- 1) The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
- 2) Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended or subject to a limited denial of participation under 24 CFR part 24.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

- 1) The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
- 2) “Transfer” includes:
 - a) Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b) The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - c) The creation of a security interest in the HAP contract or the property;
 - d) Foreclosure or other execution on a security interest; or
 - e) A creditor’s lien, or transfer in bankruptcy.
- 3) If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder’s transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1) The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2) The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the Contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3) The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. OWNER DISCLOSURE OF OTHER GOVERNMENT ASSISTANCE

a. Owner disclosure

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

b. Limit of payments

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

23. OWNER LOBBYING CERTIFICATIONS

- 1) The owner certifies, to the best of owner's knowledge and belief, that:
 - a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2) This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. NOTICES AND OWNER CERTIFICATIONS

- 1) Where the owner is required to give any notice to the PHA pursuant to the HAP contract, such notice must be in writing, and must be given in the form and manner required by the PHA.
- 2) Any certification or warranty by the owner pursuant to the Contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

25. HUD REQUIREMENTS

The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

26. ENTIRE AGREEMENT

The Agreement to Enter Into Housing Assistance Payments Contract and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner. No changes in the HAP contract may be made except in writing signed by both the owner and the PHA

INSTRUCTIONS

PHA PREPARATION OF HAP CONTRACT.

The HAP contract consists of Part 1, Part 2, and the contract exhibits. The exhibits are listed in paragraph 1.b of Part 1.

Part 1 contains section 1 of the HAP contract.

Part 2 contains sections 2 to 26 of the HAP Contract.

Part 1 includes fill-in items, and a list of the contract exhibits. Fill out part 1 to prepare the HAP contract for execution.

Reference notes in section 1 of the HAP contract refer to the endnotes below. The instructions and endnotes are not part of the HAP contract.

The endnotes are instruction for preparation of the HAP contract. The instructions are not part of the HAP contract.

The form of HAP contract must be used word-for-word, and may not be modified.

CONTRACT EXECUTION

Part 1 is signed by the PHA and by the owner of the housing.

For a single-stage project (all contract units accepted on the same date), the PHA and the owner sign the “execution of HAP Contract for a single-stage project” (at page 6 of Part 1).

For a multi-stage project, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage (“execution of HAP contract for contract units completed and accepted in stages” starting at page 7 of Part 1). Contract exhibit A must specify the contract units in each stage.

ENDNOTES

¹ Enter all contract information.

² If required by the PHA, the HAP contract may include additional information describing the physical condition, location and plans of the contract units.

If this is a multi-stage project, Exhibit A must include a description of the units in each completed phase.

³ List any additional exhibits.

⁴ Check box in paragraph 1.c.i OR paragraph 1.c.ii to indicate whether this is a single-stage project or a multi-stage project. DO NOT CHECK BOTH BOXES.)

⁵ Check box in paragraph i if all contract units will be completed and accepted by the PHA on the same date.

⁶ Check box in paragraph ii if the contract units will be completed and accepted by the PHA in stages.

⁷ Insert length of term. THE TERM FOR ANY UNIT MAY NOT EXCEED TEN YEARS.

⁸ At its discretion, the PHA may elect to delete the vacancy payment provisions (paragraph 1.e.ii, and the bracketed reference to paragraph 1.e.ii in paragraph 1.e.i) from the HAP contract form.

Agreement to Enter Into a Housing Assistance Payments Contract

Housing Authority of Washington County
111 NE Lincoln Street, Suite 200-L,
Hillsboro, OR 97024

This agreement to enter into a Housing Assistance Payments Contract (Agreement) is entered into between the Housing Authority of Washington County and _____. (owner).

The Owner agrees to construct an affordable housing development (Project) in accordance with the previously approved Project Based Voucher application submitted to and approved by the Housing Authority of Washington County and Housing and Urban Development. Upon the acceptable completion of the project, the Owner and the Housing Authority of Washington County will enter into a Housing Assistance Payments Contract (Contract) for fifteen units (5-1 bedroom units, 8-2 bedroom units and 2-3 bedroom units) for the purpose of making housing assistance payments to enable Lower-Income Families (Families) to occupy units in the project.

1.1 Significant Dates, Contents, and Scope of Agreement.

- (a) Effective Date of Agreement: October 27, 2006.
- (b) Estimated Date of Commencement of Work: November 30, 2006.
- (c) Estimated Time for Completion of Project: Not later than 365 calendar days after the date for commencement of work.
- (d) Final Inspection: The Housing Authority of Washington County shall perform the final inspection of the completed units within 15 working days of the receipt of evidence of completion submitted by the Owner.
- (e) Contents of Agreement: The agreement shall contain the following exhibits:
 - Exhibit A: Project description, the management plan and evidence of management capabilities, the Affirmative Fair Housing Marketing Plan, tenant selection criteria, and the details of financing.
 - Exhibit B: The Housing Assistance Payments Contract (Contract) to be executed upon acceptance of the Project, complete in all respects except for execution and effective date.
 - Exhibit C: The schedule of completion, in stages if applicable. (This exhibit should identify the units in each stage.)
 - Exhibit D: HUD standards for decent, safe and sanitary housing.
 - Exhibit E: The schedule of Davis Bacon wage rates.
 - Exhibit F: A certified statement submitted by the Owner stating that prior to the completion of the Project and with the execution of the Contract, the amount of rent payable by each occupant shall be determined in accordance with 24 CFR Part 889.
- (f) Scope of Contract: This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and the Housing Authority of Washington County with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between the Housing Authority of Washington County and the lender or any contracts or subcontractors employed by the Owner in the completion of this project.

1.2 Housing Authority of Washington County Assurance.

The approval of this Agreement by the Housing Authority of Washington County is an assurance by the Housing Authority to the Owner that:

- (a) The Housing Authority has pledged to the payment of housing assistance payments pursuant to the Contract and,
- (b) The Housing Authority of Washington County has obligated funds for these payments.

1.3 Nondiscrimination: Certificate Holder. If the rent for a vacant unit not covered by a Section 8 Contract does not exceed the Section 8 fair market rent limitation for a comparable unit in the area, the Owner agrees not to refuse to lease a vacant unit in the project to a Section 8 voucher holder solely because of the applicant's status as a voucher holder.

1.4 Owner's Failure to Comply with Agreement. If the Owner fails to comply with any portion of this Agreement, or any state or federal laws pursuant to this Agreement or the Project, the Housing Authority of Washington County reserves the right not to enter into a Contract with the Owner for this Project.

Housing Authority of Washington County

Owner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 3

**Housing Quality Standards
(HQS)**

Title 24: Housing and Urban Development

[PART 982—SECTION 8 TENANT BASED ASSISTANCE: HOUSING CHOICE VOUCHER PROGRAM](#)

[Subpart I—Dwelling Unit: Housing Quality Standards, Subsidy Standards, Inspection and Maintenance](#)

[Browse Next](#)

§ 982.401 Housing quality standards (HQS).

(a) *Performance and acceptability requirements.* (1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) *Sanitary facilities* —(1) *Performance requirements*. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) *Acceptability criteria*. (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) *Food preparation and refuse disposal* —(1) *Performance requirement*. (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(2) *Acceptability criteria*. (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

(iii) The dwelling unit must have space for the storage, preparation, and serving of food.

(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) *Space and security* —(1) *Performance requirement*. The dwelling unit must provide adequate space and security for the family.

(2) *Acceptability criteria*. (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) *Thermal environment* —(1) *Performance requirement*. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) *Acceptability criteria.* (i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) *Illumination and electricity* —(1) *Performance requirement.* Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) *Acceptability criteria.* (i) There must be at least one window in the living room and in each sleeping room.

(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

(iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) *Structure and materials* —(1) *Performance requirement.* The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) *Acceptability criteria.* (i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

(ii) The roof must be structurally sound and weathertight.

(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

(v) Elevators must be working and safe.

(h) *Interior air quality* —(1) *Performance requirement.* The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) *Acceptability criteria.* (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(ii) There must be adequate air circulation in the dwelling unit.

(iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.

(iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) *Water supply* —(1) *Performance requirement.* The water supply must be free from contamination.

(2) *Acceptability criteria.* The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) *Lead-based paint performance requirement.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

(k) *Access performance requirement.* The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) *Site and Neighborhood*—(1) *Performance requirement.* The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) *Acceptability criteria.* The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) *Sanitary condition*—(1) *Performance requirement.* The dwelling unit and its equipment must be in sanitary condition.

(2) *Acceptability criteria.* The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) *Smoke detectors performance requirement*—(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

PROPOSAL RESPONSE PACKET

PROPOSAL RESPONSE FORMS

2011.079P

**CERTIFICATION AND CONTRACT OFFER
PROPOSAL COST
INSURANCE REQUIREMENTS CERTIFICATION
REFERENCES**

PROJECT BASED VOUCHER PROGRAM

PROPOSAL DUE DATE: 3:00 PM WEDNESDAY

SEPTEMBER 14, 2011

**WASHINGTON COUNTY PURCHASING DIVISION
PUBLIC SERVICES BUILDING, SUITE 270
155 NORTH FIRST AVENUE, MS 28
HILLSBORO, OREGON, 97124**

**THIS PROPOSAL FORM PACKET MUST BE COMPLETED AND RETURNED WITH
YOUR PROPOSAL**

CERTIFICATION AND CONTRACT OFFER

PROPOSAL TITLE: PROJECT BASED VOUCHER PROGRAM 2011.079P)

PROPOSAL DUE DATE: 3:00 PM WEDNESDAY SEPTEMBER 14, 2011

The undersigned after having carefully examined the Special Instructions, Project/Proposal Information, General Instructions and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The proposer further agrees that this offer will remain in effect at the rates proposed for a period of not less than 180 calendar days from the date that proposals are due and that this offer may not be withdrawn or modified during that time.

The proposer hereby certifies that this proposal is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The proposer hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any required subcontract per ORS 279A.110.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The proposer certifies to the best of its knowledge and belief that neither it nor any member of the development team, the property management team or any proposed contractor or subcontractor:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

CERTIFICATION AND CONTRACT OFFER

Continued

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

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the solicitation documents and addenda (if any) numbered ____ through ____ inclusive.

The proposer will extend pricing and terms to other public agencies Yes or No

The proposer is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY:	DATE:
PRINTED NAME:	TITLE:
FIRM:	
MAILING ADDRESS:	PHYSICAL ADDRESS:
CITY, STATE and ZIP	E-MAIL ADDRESS:
PHONE: (AREA CODE)	FAX: (AREA CODE)

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

INSURANCE REQUIREMENTS CERTIFICATION FORM

The following minimum insurance will be required of the successful proposer(s). It is strongly advised that proposers give this information to their insurance agent to verify that all requirements can be met.

- 1. COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement for both ongoing and completed operations.**

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$_____ each occurrence/aggregate for Bodily Injury and Property Damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract.

- 2. AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage protecting Washington County during the term of this contract.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage.

No requirement in excess of that required under state law.

- 3. WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and bidder. The policy or certificate shall provide for thirty (30) days' notice of any lapse, cancellation or material change. Also, Contractor shall immediately notify County of any lapse, cancellation or material change in its insurance coverage.

I certify that the above insurance is available to proposer and that an insurance certificate and endorsement can be provided within 10 days of award of contract.

By: _____

Date: _____

REFERENCES

PROPOSAL TITLE: PROJECT BASED VOUCHER PROGRAM (# 2011.079P)

PROPOSAL DUE DATE: 3:00 PM WEDNESDAY SEPTEMBER 14, 2011

FIRM NAME: _____

Our firm has provided professional of a similar nature to the following:

1. Name of Organization: _____

Address: _____

Contact Person: _____

Phone Number: (____) _____ Email: _____

2. Name of Organization: _____

Address: _____

Contact Person: _____

Phone Number: (____) _____ Email: _____

3. Name of Organization: _____

Address: _____

Contact Person: _____

Phone Number: (____) _____ Email: _____