

Request for Proposal Housing Quality Standards Inspections

The Housing Authority of the Village of Oak Park (hereinafter, "HA") is a public entity that was formed in 1946 to provide housing for returning veterans of World War II. Today, the Housing Authority of the Village of Oak Park provides federally subsidized housing and housing assistance to low-income families within the Village of Oak Park. The HA is headed by an executive director and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy.

Currently, the HA manages 198 units public housing units and administrates a total of 477 Section 8 Housing Choice Vouchers, for a total of 675 potential units assisted. The HA currently has approximately 10 employees. In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed, and insured entities to provide Housing Quality Standard (HQS) Inspections and Rent Reasonableness Determinations for its Housing Choice Voucher Program.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in their entirety.

RFP INFORMATION AT A GLANCE

HA CONTACT PERSON:

Kenneth Southward, (708) 386-9322 Ext. 134, ksouthward@oakparkrc.com

HOW TO OBTAIN THE RFP DOCUMENTS ON OPHA's INTERNET SITE:

1. Access www.oakparkha.org
2. Click on "Downloads" on the left side to access the Downloads page.
3. Click on the "RFP for HQS Inspections" link for this solicitation.

If you have any problems in accessing the RFP on the website, please call Kenneth Southward (708) 386-9322 Ext. 134

DEADLINE FOR QUESTIONS:

Questions should be submitted in writing by 5:00 PM CST on Friday, November 20, 2009; addenda to the RFP will be issued as necessary.

HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:

As instructed within Section 3.0 of the RFP document, submit Original + 2 copies of your "hard copy" proposal to the Housing Choice Voucher Program Department.

PROPOSAL SUBMITTAL DEADLINE Monday, November 30, 2009, 5:00 PM CST

Housing Authority of the Village of Oak Park

REQUEST FOR PROPOSAL HQS Inspections

21 South Blvd.
Oak Park, IL 60302

The "hard copy" proposal must be received in-hand and time stamped by the HA no later than 5:00 pm on this date.

ANTICIPATED COMMENCEMENT OF WORK Goal is **January 1, 2010**.

1.0 HA'S RESERVATION OF RIGHTS:

1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.

1.2 The HA intends to award one or more contracts to the responsible respondent(s) submitting the proposal(s) which is/are most advantageous to the HA based on compliance with this RFP and Addenda. The HA reserves the right to make a partial award, split award, or no award.

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

1.4 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contact Person.

1.5 The HA reserves the right to negotiate the fees proposed.

1.6 The HA reserves the right to require proposer to submit financial statements.

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

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

1.9 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

1.10 The HA shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the internet site and downloading this document or otherwise obtaining this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document (or included by reference) and within the noted Internet site, and further agrees that he/she will inform the HA Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA

REQUEST FOR PROPOSAL HQS Inspections

that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HA is seeking proposals from qualified and licensed entities to provide the detailed Housing Quality Standard (HQS) Inspections and Rent Reasonableness Determinations services described below. Offerors must submit a proposal that includes all required HQS inspections. The HA intends these specifications to set forth and convey to prospective offerors the general type, character, and quality of the HQS inspection services desired.

2.1 General Requirements:

2.1.1 Statement of Need: The HA is requesting proposals from prospective offerors to perform all HQS inspections for approximately **550 Housing Choice Vouchers** which may include initial, annual, quality control, complaint, and rent increase request inspections under the HA's Housing Choice Voucher Program. These inspections are to be performed in accordance with Housing Quality Standards protocol and guidelines as outlined by the U.S. Department of Housing and Urban Development and the HA's Administrative Plan. Inspectors will conduct the HQS inspection with a hand-held computer that will be provided by the HA and will provide a detailed report indicating the results of all inspections performed that day.

In addition, the Contractor will be required to prepare rent reasonableness certifications and reports for new and renewal rent. The HA will be responsible for providing the Contractor with comparable units by Oak Park 12 Census Tract Areas.

2.1.1.1 The Contractor will perform annual, quality control, complaint, and rent increase request HQS Inspections by completing each inspection using an HP iPAQ Palm Pilot (or similar device that will be provided by the HA). The HA uses HAB, Inc.'s HMS Inspections system to assist in the scheduling, monitoring and tracking and letter and reporting writing of the units that are under the HA's Housing Choice Voucher Program. The HAB, Inc. HMS Inspections system utilizes the short version of the HUD Housing Choice Voucher Program Inspection Checklist, Form HUD-52580. The Inspection Checklist, Form HUD-52580 may be required to be completed manually without the use of an HP iPAQ Palm Pilot (or similar device). Also, the Contractor will perform initial HQS Inspections, completing for each inspection the long version of the HUD Housing Choice Voucher Program Inspection Form, Form HUD-52580-A.

2.1.1.2 Inspectors must provide daily printed reports of any health and safety deficiencies that are life threatening (LT) by 5:00 p.m. on the date of inspection.

2.1.1.3 The HA will provide a methodology for the electronic transmission of inspection results and correspondence between the HA and landlords and voucher holders. The Contractor may be asked to assist in the

REQUEST FOR PROPOSAL HQS Inspections

electronic transmission. For initial inspections, the Contractor must provide a methodology for transmission of inspection results and correspondence between the HA and landlords and voucher holders.

2.1.1.4 The HA will provide a methodology to upload and download all inspection results to the agency's program management software, The HAB, Inc. HMS Inspections Software Program, or, in the absence of the ability to directly upload and/or download, the Contractor must manually enter the data into the HA's system database.

2.1.1.5 The HA will manage all inspection-related correspondence and communications. The HA will be responsible for creating and managing all inspection scheduling including notifications to tenants and landlords.

2.1.1.6 Recommendation to abate will be provided by daily report to the HA from the Contractor. Only the HA will have the authority to place or remove abatements to landlord and/or tenant payments.

2.1.1.7 All annual inspections must be completed no later than 12 months from the last completed annual inspection date for each unit (voucher holder).

2.1.1.8 Contractor should have a website presence with a secure portal for the purpose of allowing landlords and the HA the opportunity to review all schedules for inspection, inspection results, and other correspondence and information. This item will be strongly considered in the scoring of all proposals.

2.2 Ownership: All deliveries and/or other products of the contract (including but not limited to all purchases, solicitation packages, reports, records, summaries, software documentation, and other matter and materials prepared or developed by the Contractor in performance of this contract) shall be the sole, absolute, and exclusive property of the HA, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers or employees.

2.3 Acceptance: Determination of acceptability of Contractor's work will be made by the HA. Work shall be completed in a responsible professional manner in accordance with the specifications, schedules, or performance/operating standards incorporated in the contract.

2.4 Special Terms and Conditions:

Minimum Requirements of Offeror:

2.4.1.1 The Contractor must be able to accept an assignment of work from the Contract Administrator within 30 days of commencement of the contract.

2.4.1.2 Each Inspector assigned by the Contractor to perform HQS Inspections under this contract shall have at least one year experience performing HQS Inspections and be certified to perform HQS inspections. Acceptable certifying organizations include the U.S. Department of Housing and Urban Development (HUD), the National Association of Housing and Redevelopment Officials (NAHRO), the National Center for Housing Management (NCHM), Nan McKay & Associates, and Quadel Consulting. HQS Inspection certifications from other

REQUEST FOR PROPOSAL HQS Inspections

nationally-recognized public housing industry trainers will be considered. Document the required experience and certification by attaching a certificate and resume for each Inspector proposed to service HA's contract to the "Statement of Offeror's Qualifications," Attachment G.

2.4.1.3 The Contractor must maintain Errors and Omissions insurance coverage with a limit of not less than \$300,000 per occurrence throughout the contract term. Document the required E&O insurance coverage by attaching a copy of the current insurance certificate to the "Statement of Offeror's Qualifications," Attachment G.

2.4.1.4 Inspections must be performed between 8:30 a.m. and 5:00 p.m. Monday through Friday excluding HA holidays.

2.4.1.5 Inspectors must be professional, courteous, and experienced when working with residents, landlords and HA staff.

2.5 Miscellaneous:

2.5.1 It is not the intent of these specifications to describe the means or methods to be selected by the Contractor or all of the minor items of workmanship and materials that may be required. However, the Contractor shall furnish, though not specified or shown, all materials and apparatus which is customary for work of this type (including digital photos, if necessary).

2.5.2 Should any discrepancy in the quantity or specifications be discovered that might hinder the execution of work as specified, Contractor shall report it at once to the HA in writing.

2.5.3 No firm or individual that has done contract inspections directly for HUD during the twelve (12) months prior to award of this contract shall be eligible to perform this work.

2.5.4 The HA will not provide any HA staff to assist the contractor in performing their scheduled work.

3.0 PROPOSAL FORMAT: An original proposal and two (2) copies must be submitted and include the following components:

1. Letter of interest
2. Demonstration of the firm's understanding of the scope of work and experience with conducting Housing Quality Standard (HQS) Inspections.
3. Evidence of the firm's capacity to perform the work.
4. Profiles of the firm's principals, staff, and facilities.
5. Summary of the scope of services that the firm can provide.

3.1 Tabbed Proposal Submittal: The HA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value" in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following noted sequence. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also

REQUEST FOR PROPOSAL HQS Inspections

noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

3.1.1 (Tab #1) Proposal Form: This form is attached hereto as Attachment A to this RFP document. This 2-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the proposal submittal.

3.1.2 (Tab #2) Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*: This form is attached hereto as Attachment E to this RFP document. This 2-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the proposal submittal.

3.1.3 (Tab #3) Proposed Services: As more fully detailed within Section 2.0, *Scope of Work/Technical Specifications*, of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:

3.1.3.1 As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposing firm's Financial Soundness and Stability.

3.1.3.2 As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's Demonstrated Professional and Technical Competence as verified by reference checks or other means.

3.1.3.3 As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's Demonstrated Experience with projects similar in size and type, particularly public housing.

3.1.3.4 As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's Detailed Plan and Methodology (including staffing of key positions, method of assigning work, and procedures for maintaining level of service, etc.).

3.1.3.5 Evidence that the proposer is qualified under the State of Illinois licensing requirements. (Attachment F)

3.1.3.6 If appropriate, how staff are retained, screened, trained, and monitored.

3.1.3.7 The proposer's quality control program.

3.1.3.8 An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written, fax, internet, etc.).

3.1.3.9 A complete description of the products and services the firm provides.

3.1.4 (Tab #4) STATEMENT OF OFFEROR'S QUALIFICATIONS: This form is attached hereto as Attachment G to this RFP document. The proposing entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Such information shall include the proposer's qualifications to provide the services, a description of their background, and current organization of the firm.

3.1.5 (Tab #5) Client Information: The proposer shall submit a listing of three (3) or more former or current clients (other than the HA), including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

REQUEST FOR PROPOSAL HQS Inspections

3.1.5.1 The client's name;

3.1.5.2 The client's contact name;

3.1.5.3 The client's telephone number;

3.1.5.4 A brief description and scope of the service(s) and the dates the services were provided;

3.1.6 (Tab #6) Required Certifications: The proposer must submit under this tab all other certifications and forms which are attached to the RFP and required by the HA and/or HUD (See Section 3.5). The proposer may submit its own Equal Opportunity Employment and Affirmative Action policies and goals and any history of employing minorities, women, and low-income individuals, especially in professional positions. If the proposer does not have such written policies, the forms attached may be executed showing compliance to the HA's minimum standards.

3.1.7 (Tab #7) Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.8 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any tabs.

3.1.9 Binding Method: It is preferable and recommended that the proposer bind the submittal in such a manner that the HA can, if needed, remove the binding (i.e. comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies and then return the proposal submittal to its original condition.

3.2 Fixed Fee Schedule: The proposed fees shall be entered on the Fixed Fee Schedule (Attachment B) and submitted in a separate sealed envelope submitted with the proposal. The Fixed Fee Schedule will allow the proposer to multiply the cost per inspection by the average number of inspections anticipated in each year to reach a Total Annual Amount for each category of inspection, the sum of which becomes the Total Base Proposal proposed to complete the work. This will be used as a NOT TO EXCEED AMOUNT for the contract. Compensation will be given only for actual work performed. Do not submit, enter, or refer to any fees or costs within the tabbed "hard copy" proposal submitted; any proposer that does so will be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, clerical support, etc.

3.2.1 Entry of Unit Costs: Each proposer must enter on the Fixed Fee Schedule (Attachment B) the proposed fee per inspection. The Contractor is to provide all necessary and requested inspections for all vouchers, and pricing is to be given as a Per Inspection Fee, taking all potential inspections and costs into consideration. The proposer shall calculate the listed quantity (Average Per Year) multiplied by the proposed Per Inspection Fee entered to arrive at a Total Annual Amount per inspection type. The ensuing sum of all Total Annual Amounts will be the Total Base Proposal for the proposed work for a **one-year contract**.

REQUEST FOR PROPOSAL HQS Inspections

3.2.2 Additional Related Work That May Be Required: Please note that if the HA decides that it will/must retain the Contractor to perform any additional related work, the HA will determine if that work may be added as an amendment to this contract or must be solicited separately. To amend the contract, an equitable adjustment will be made in the cost of the contract to include such additional work.

3.2.2.1 If the Contractor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the HA in writing within 10 days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the HA.

3.3 Proposal Submission: All proposals must be submitted and time-stamped received in the OPHA's Main Office by no later than the submittal deadline stated herein (or within any ensuing addendum). *A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal, along with the Fixed Fee Schedule in a separate sealed envelope, shall be placed unfolded in a sealed package and addressed to:*

Housing Authority of the Village of Oak Park
Attention: RFP for Inspections
RFP-OPHAIN2010-2
21 South Blvd.
Oak Park, IL 60302

The package exterior must clearly denote the above noted RFP number (RFP-OPHAIN2010-2) and name, the date and time proposals are due, and the proposer's name and return address. Proposals submitted after the published deadline will not be accepted.

3.3.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By registering as a recipient of the RFP documents, each prospective proposer is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addenda pertaining to this RFP.

3.3.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following

REQUEST FOR PROPOSAL HQS Inspections

Section 3.5, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the OPHA to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

3.4 Proposer's Responsibilities:

3.4.1 Contact With the HA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the HA only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HA to not consider a proposal received from any offeror who may has not abided by this directive.

3.4.2 Addenda: All questions and requests for information must be addressed in writing to the HA Contact Person by **4:00 p.m. EDT on November 20, 2009**. The HA Contact Person will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals of record that have obtained the RFP Documents). During the RFP solicitation process, the HA will NOT conduct any *ex parte* (a substantive conversation - "substantive" meaning, when decisions pertaining to the RFP are made - between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the HA or the HA Contact Person - it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the HA or Contact Person may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the HA Contact Person may more fairly respond to all prospective proposers in writing by addendum.

3.4.3 Notification of No Proposal: Potential offerors who receive this RFP and do not wish to submit a proposal are requested to reply with a letter or e-mail stating such on or before the date and time set forth for the receipt of proposals.

3.5 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby included by reference as a part of this RFP:

3.5.1 (Attachment A) Proposal Form

3.5.2 (Attachment B) Fixed Fee Schedule

3.5.3 (Attachment C) *HA Instructions to Proposers for Service Contracts*

3.5.4 (Attachment D) Contract Form (This contract is being given as a sample only - the HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels are in its best interests to do so.)

REQUEST FOR PROPOSAL HQS Inspections

3.5.5 (Attachment E) Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*

3.5.6 (Attachment F) Statement of License Certificate

3.5.7 (Attachment G) Statement of Offeror's Qualifications

3.5.8 (Attachment H) Form HUD-52580-A (9/00), *Inspection Form, Housing Choice Voucher Program*

3.5.9 (Attachment I) Form HUD-52580 (3/2001), *Inspection Checklist, Housing Choice Voucher Program*

3.5.10 (Attachment J) Additional Forms/Certifications Required to be Submitted:

- 1) Noncollusion Affidavit of Prime Offeror
- 2) Certification Regarding Debarment & Suspension
- 3) Certification for a Drug-Free Workplace (HUD-50070)
- 4) Certification of Payments to Influence Federal Transactions (HUD-50071)

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the evaluation committee appointed by the HA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal. The application and interpretation of these criteria are solely within the discretion of OPHA. The listed criteria will be used in the evaluation of the following: written submissions of the firm's qualifications, references from previous clients, and the responses of the firms during final selection interviews.

- 1 (25 points Max) Objective** The **PROPOSED COST** of services. (To Be Negotiated)
- 2 (15 points Max) Subjective** The proposer's **FINANCIAL SOUNDNESS** and stability of the firm.
- 3 (20 points Max) Subjective (Technical)** The proposer's **PROFESSIONAL AND TECHNICAL COMPETENCE** – All proposals shall include information on crew size, licenses, experience, and equipment, and three (3) or more references other than OPHA for previous similar type contracts to include address, telephone number, and contact person.
- 4 (20 points Max) Subjective (Technical)** The proposer's **EXPERIENCE** with projects similar in size and type, particularly public housing.
- 5 (20 points Max) Subjective (Technical)** The proposer's **DETAILED PLAN AND METHODOLOGY** to perform inspection services and provide required reports for this project, including a web presence as discussed in the Scope of Work, Section 2.1.1.8.

100 points Total Points

4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

REQUEST FOR PROPOSAL HQS Inspections

4.2.2 Evaluation Packet: An evaluation packet will be prepared for each evaluator including the following documents:

4.2.2.1 Instructions to Evaluators;

4.2.2.2 Proposal Tabulation Form;

4.2.2.3 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee: The HA anticipates that it may select a minimum of a three person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the HA Contact Person is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.

4.2.4 Evaluation: The HA and/or HA Contact Person will evaluate and award points pertaining to Evaluation Factor No. 1. The HA may appoint an evaluation committee (independent of the HA Contact Person) and it shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 2, 3, 4, and 5. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA Contact Person.

4.2.5 Determination of Top-Ranked Proposer: The points awarded by the evaluation committee shall be combined with the points awarded by the HA Contact Person to determine the final rankings, which shall be forwarded by the HA Contact Person to the HA Executive Director (ED) for approval.

4.2.6 Award Recommendation: As detailed within the following Section 5.1.1, if the ensuing contract award is \$100,000 or greater, the final rankings will be forwarded to the HA Board of Commissioners (BOC) at their next regularly scheduled meeting for approval. The HA BOC will then make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the BOC approval.

4.2.7 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 Each proposer's right to a debriefing and to protest.

4.2.8 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

REQUEST FOR PROPOSAL HQS Inspections

4.2.9 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

5.0 CONTRACT AWARD:

5.1 Contract Award Procedure: If a contract (or contracts) is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA Contact Person. The HA Contact Person will formulate and forward to the HA ED for approval a written award recommendation. The HA ED will review the recommendation and, if in agreement, take the award recommendation to the HA BOC at a scheduled board meeting for approval (typically only for contracts with a total value equal to or greater than \$100,000). If so, the HA BOC will then make its determination of whether or not to follow the committee's recommendation. If the recommendation is followed and the top-rated proposer is approved for award, all proposers will, as detailed within Section 4.2.7 above, receive a Notice of Results of Evaluation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the Board approval. After review and contract award, evaluation documents shall be open for public inspection.

5.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

5.2.1 Contract Form: See Sample Contract, Attachment D. By submitting a proposal the successful proposer thereby agrees to abide by all terms and conditions listed within the contract form and general conditions. (Please note that the HA reserves the right to amend this form as the HA deems necessary.) However, the HA will consider any contract clauses that the proposer wishes to include therein, but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.2 Assignment of Personnel: The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

5.2.3 Unauthorized Subcontracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including but not limited to, selling or transferring the contract) without the prior written consent of the HA Contact Person. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA Contact

REQUEST FOR PROPOSAL HQS Inspections

Person shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract, either as determined by the HA Contact Person.

5.3 Contract Period: The HA intends to award one or more contracts, each for an initial period of one (1) year. Upon completion of the initial contract period, the HA may elect, at its sole discretion, to renew each contract for one or two (2) additional years at a time for up to four additional years, for a potential total term of five (5) years.

5.4 Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 An original certificate evidencing the proposer's current workers compensation insurance carrier and coverage amount;

5.4.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the Village of Oak Park as an additional insured under said policy (minimum of \$1,000,000 each occurrence);

5.4.3 An original certificate showing the proposer's automobile insurance coverage on owned or non-owned vehicles in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payment of \$5,000;

5.4.4 An original certificate showing the proposer's Errors and Omissions insurance coverage with a limit of not less than \$300,000 per occurrence throughout the contract term.

5.4.5 If any such insurance is due to expire during the Contract period, the contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the HA. All certificates of insurance, as evidence of coverage, shall state that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA. All Certificates of Insurance must **list Housing Authority of the Village of Oak Park as "Additional Insured," list the sites/work (including contract/purchase order number), and be originals.**

5.4.6 A copy of the proposer's business license allowing that entity to provide such services within the Village of Oak Park and/or the County of Cook, Illinois;

5.4.7 A copy of the proposer's license issued by the state where the proposer is located and by the State of Tennessee licensing authority allowing the proposer to provide the services detailed herein.

5.5 Right To Negotiate Final Services/Fees: The HA may not necessarily proceed with an award based on the initial proposals received, and reserves the right to discuss contents of such proposals to obtain additional information and to negotiate changes in the proposal. The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may,

REQUEST FOR PROPOSAL HQS Inspections

at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA evaluation committee has chosen a top-rated proposer. If such negotiations are not, in the opinion of the OPHA, successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA prefers to make only one award. However, because of the complexity of the HA's needs, the HA reserves the right to negotiate with and make an award to more than one proposer (separate contracts) based on any logical separation that results in the best value to OPHA, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top rated first, then next-rated following until a successful negotiation is reached). Contract award(s) will be made on the basis of the most advantageous proposal(s) to OPHA as determined by evaluating proposals in accordance with the Evaluation Process. OPHA reserves the right to determine whether a differential between offers represents any actual significant difference in technical merit. If it is determined that there is not a significant difference in technical merit, OPHA reserves the right to make an award solely on price.

5.6 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and Federal law.

BLANK PAGE
AS A SPACER

PROPOSAL FORM

PROFESSIONAL SERVICES TO PROVIDE HOUSING QUALITY STANDARD INSPECTIONS

Respondents to the HA Request for Proposals (RFP) for Professional Services to Provide Housing Quality Standard (HQS) Inspections, must complete and submit this Proposal Form. An original and two (2) copies of this form and all attachments must be provided with the contractor's proposal.

Offerors must provide all certifications as requested in the RFP behind the specified tab. If more room is needed for a response to any request, please attach a sheet directly behind the pertinent page of the form and identify your response.

Any additional information that the Offeror deems necessary to submit other than that requested in the RFP should be enclosed in the Offeror's proposal behind Tab #7.

Offerors not using this form to respond will not be considered during the evaluation process.

The OPHA reserves the right to request oral information or additional written documentation to supplement any or all written proposals.

An official authorized to sign and negotiate on behalf of the firm submitting this proposal must sign this form below. Proposals must be valid for a period of at least 60 days.

In submitting this proposal, it is understood that the right is reserved by the HA to reject any and all proposals or to waive any informality in the proposals. If written notice of the acceptance of this proposal is delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certifications no later than ten (10) days after the "Notice of Award or Intent to Award."

The penalty for making false statements in any offer is prescribed in 18 U.S.C. 1001.

(Proposer)

(Street Address)

(City/State/Zip)

(Telephone/FAX)

(E-Mail Address)

(State License No.)

(Federal I.D. and/or SSN)

The above offeror is an: () Individual () Corporation () Partnership () Joint Venture consisting of _____, () licensed to do business in the State where project is located.

ADDENDA (Offeror acknowledges receipt of the following Addenda):

Addendum No. _____ Date _____
Addendum No. _____ Date _____

BASE PROPOSAL/UNIT PRICES

As applicable, the Price Per Inspection, inclusive of Overhead and Profit, for this contract shall be included in the Proposal. Any Unit Price offered per Inspection will be used to increase or decrease the Total Contract Amount should any Vouchers be removed from or added to the resulting contract at any time, including at time of award. The sum of all Total Annual Amounts shall be considered to be the Total Base Proposal, will be used for evaluation purposes, but does not reflect a responsibility of the HA to authorize expenditures for those Inspection Unit Prices. The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices not realistic for the work.

STATEMENT OF ACCEPTANCE OF OPHA TERMS & CONDITIONS

We accept all OPHA terms and conditions without exception: Yes _____ No _____
(If supplier is taking exceptions, please state exceptions taken on a separate attached sheet.)

DISCOUNT OFFER

Unless otherwise qualified by the Offeror on this form: (1) discounts will be deducted from the gross purchase order price; and (2) time in connection with discounts offered will be computed from date of correct invoice.

TERMS _____

Offers not offering discount terms will be considered to require net payment in the number of days stated in the **Terms of Payment** clause. Early payment discounts will be considered in evaluating offers. Offers requiring net payment in less than 30 days will not be considered.

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the **Scope of Work/Technical Specifications** issued and Addenda thereto, if any, as prepared by the HA, propose to furnish all labor, materials, equipment, permits, transportation, and services required to complete the work identified herein at the prices listed on the Fixed Fee Schedule.

PERSON AUTHORIZED TO SIGN OFFER - Name and title (print or type)

Signature: _____ Date: _____

BLANK PAGE

AS A SPACER

Fixed Fee Schedule

Professional Services to Provide HQS Inspections to the Oak Park Housing Authority

Inspection Type	Cost Per Inspection 1 st Year of Contract	Cost Per Inspection 2 nd Year of Contract	Cost Per Inspection Subsequent Years
Annual			
Re-Inspection			
Initial (New Unit)			
Re-Inspection			
Complaint / Special			
Re-Inspection			
Emergency (Less than 24 Hour Notice)			
Re-Inspection			
2 nd and Subsequent Re- Inspections (All Types)			

Inspection Type	Estimated Number of Inspections	Estimated Fail Rate	Cost Per Inspection	Total Annual Amount
Annual	535	55%		
Re-Inspection	295			
Initial	150	90%		
Re-Inspection	135			
Complaint / Special	30	100%		
Re-Inspection	30			
Emergency	10	100%		
Re-Inspection	10			
Total	1195			

Rent Reasonableness Certification	Estimated Number of Certifications	Amount
Initial (New Units)	150	
Annual Rent Increase	350	
Total	500	

Total Base Proposal	
----------------------------	--

Company Name

Date

Authorized Signature

Print Name and Title

BLANK PAGE

AS A SPACER

INSTRUCTION TO PROPOSERS FOR PROFESSIONAL HQS INSPECTIONS SERVICES

OAK PARK HOUSING AUTHORITY

I. PROPOSAL FORMS

- A. All proposals must be submitted on forms furnished by the Housing Authority of the Village of Oak Park (OPHA). The original proposal must be signed.
- B. Proposal forms shall be sealed in an envelope which shall be clearly labeled with the words "Proposal Documents," and shows the name of offeror, and date and time proposals are due.

II. INTERPRETATIONS

No oral interpretation will be made to any offeror. Every request for interpretation shall be made in writing and any inquiry received seven (7) or more days prior to the date fixed for receiving proposals will be given consideration. Interpretations will be in the form of addenda, which will be on file in the office of OPHA at least seven (7) days prior to the submission date. In addition, addenda will be mailed to each offeror of record, but it shall be the offeror's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all offers shall be bound by such addenda, whether or not received by the offerors.

III. NONCOLLUSION AFFIDAVIT

Each proposer submitting an offer for any portion of the work contemplated by the proposal documents shall execute an affidavit, in the form provided by OPHA to the effect that it has not colluded with any other person, firm or corporation in regard to any offer submitted. Such affidavit shall be attached to the proposal.

IV. OFFEROR'S EXPERIENCE

Before an offer is considered for award, the offeror may be requested by OPHA to submit a statement regarding any previous experience in performing comparable work, its business and technical organization, and financial resources.

V. TIME FOR RECEIVING OFFERS

- A. Proposals received prior to the submission date will be securely kept and unopened. A specified date and time to open the proposals will be determined by a designated OPHA employee. No proposal received thereafter will be considered except when a proposal arrives by mail after the time fixed for submission, prior to award, and is shown to the satisfaction of the officer authorized to make the award that the tardiness was due solely to delay in the mail for which the offeror was not responsible. No responsibility will attach to

OPHA or its employees for the premature opening of a proposal not properly addressed and identified. Unless specifically authorized, telegraphic offers will not be considered, but modification by telegraph of proposals already submitted will be considered if received prior to the date and time for submission and written confirmation of such modification over the signature of the offeror is placed in the mail and postmarked prior to the proposal opening.

- B. Offerors are cautioned that, while telegraphic modifications of offerors may be received as provided above, such modifications, if not explicit and if in any way subject to misinterpretation, shall make the offer so modified or amended subject to rejection.

VI. OPENING OF PROPOSALS

All responsible and reasonable offers received by the submission date will be considered. No public bid opening will be held.

VII. WITHDRAWAL OF OFFERS

Offers may be withdrawn on written or telegraphic request dispatched by the offeror in time for delivery during the normal course of business prior to the submission date, provided written confirmation of any telegraphic withdrawal over the signature of the offeror is placed in the mail and postmarked prior to the time set for proposal submission.

VIII. AWARD OF CONTRACT/REJECTION OF OFFERS

- A. The contract will be awarded to the responsible offeror submitting a proposal complying with the conditions of the Request for Proposals and whose proposal is reasonable and considered to be in the best interest of OPHA. The offeror to whom the award is made will be notified at the earliest practical date. OPHA, however, reserves the right to reject any and all proposals whenever such rejection or waiver is in the best interest of OPHA.
- B. OPHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on a list of contractors ineligible to receive awards from the United States, as furnished from time to time by the U.S. Department of Housing and Urban Development.
- C. OPHA also reserves the right to reject a proposal of any offeror who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills and otherwise disregarded its obligations to subcontractors, material man, employees, and creditors.

BLANK PAGE
AS A SPACER

**AGREEMENT FOR HOUSING QUALITY STANDARD (HQS) INSPECTIONS FOR
THE OAK PARK HOUSING AUTHORITY'S HOUSING CHOICE VOUCHER
PROGRAM**

BETWEEN

THE HOUSING AUTHORITY OF THE VILLAGE OF OAK PARK

AND

AGREEMENT

THIS agreement (hereinafter, "Agreement") for Housing Quality Inspections (HQS) for the Oak Park Housing Authority's (hereinafter, the "OPHA"), Housing Choice Voucher Program is made as of _____ by and between the OPHA, a municipal corporation organized under the Illinois Housing Authority Act, 310 ILCS 10/1 et seq., and _____ (hereinafter, "Contractor").

RECITALS

WHEREAS, the OPHA requires certain work, duties, services, and responsibilities, as set forth in Section 1.01A of the Agreement (the "Contractor's Services"), in connection with the administration and operation of its Housing Choice Voucher Program and desires to retain Contractor, on the terms and conditions set forth in this Agreement, to perform such Contractor's Services; and

WHEREAS, the Contractor desires so to be retained by the OPHA and has represented to the OPHA that the Contractor has the knowledge, skill, experience and other resources necessary to perform the Contractor's Services in the manner herein provided;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the OPHA and the Contractor agree as follows:

ARTICLE 1 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 1.01 Services to be Performed

A. Scope of Contractor's Services:

The OPHA hereby retains Contractor to perform the Contractor's Services. The scope of Contractor's Services may be amended from time to time by written agreement of the parties.

- CONTRACTOR shall provide professional services in the form of providing an experienced and licensed inspector to perform Housing Quality Standards (HQS) Inspections on a specific portfolio of OPHA.
- CONTRACTOR shall perform the HQS Inspections using the HAB, Inc. software provided by OPHA; either in a handheld device provided by OPHA, on HUD's Form HUD-52580-A, or providing CONTRACTOR with a copy of the software for installation
- OPHA shall provide the Contractor with a list of the appropriate addresses involved in the contract and any and all forms required to be filled out as part of the HQS Inspection. Contractor shall complete and fill out all required forms in a professional manner, and will submit the completed documentation no later than 48 hours after the completion of a HQS Inspection.
- OPHA shall work with Contractor in scheduling HQS Inspections and will notify the landlord and the residents accordingly of the date of the inspection. The time of the inspection will be scheduled only in general terms, e.g. "inspection shall take place on xx/xx/xxxx between 9 am and 5 pm".
- OPHA will schedule re-inspection of failed-units (definition of failure of HQS Inspection shall be in accordance with HQS Inspection Guidelines) with Contractor after the completion of the first series of HQS Inspections has been completed.

Section 1.02 Performance Standards

The Contractor shall perform the Contractor's Services (including Additional Services added by mutual agreement) with the highest degree of skill, professional care and due diligence. Contractor is expected to maintain or improve OPHA's current designation as a High Performer under the Section Eight Management Assessment Program (SEMAP).

Section 1.03 Timeliness of Performance

The Contractor shall provide Contractor's Services and Deliverables in a timely manner, as required under this Agreement or by HUD Regulations regarding HQS Inspections, or from time to time as otherwise reasonably required by the OPHA. The Contractor and the OPHA

acknowledge that deadlines for certain services provided for in this Agreement are dictated by the requirements of agencies or events outside the control of the OPHA and/or the Contractor, and the failure by the Contractor to meet such deadlines may significantly affect the OPHA.

Section 1.04 Key Personnel

The Key Personnel under this Agreement are:

The Contractor may change Key Personnel with the prior written consent of OPHA, which shall not be unreasonably withheld.

Section 1.05 Non-Discrimination

Contractor shall comply with all applicable federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, the Civil Rights Act of 1964, 42 U.S.C. § 2000 (e) et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. 2000 (e), as amended by Exec. Order No. 11378, 32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act 42 U.S.C. § §6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. § § 793-794 (1988); Fair Housing Amendments Act 42 U.S.C. § 3601 et seq. (1988); Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 and 41 C.F.R. Part 60 et seq. (1990); Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, ~~44~~ Ill. Admin. Code Tit. 44 § 750 Appendix A; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; Oak Park Human Rights Ordinance Chapter 13 of the Oak Park Village Code, as amended.

Section 1.06 Subcontracts and Assignments

A. The Contractor shall not subcontract, assign, delegate or otherwise transfer all or any part of its duties or obligations under this Agreement without the prior written approval of the OPHA, which approval shall not be unreasonably withheld. Any subcontract, assignment or delegation for the performance of the Contractor’s duties or obligations under this Agreement shall not operate to relieve the Contractor of any of its obligations or liabilities hereunder. Additionally, the Contractor shall require its subcontractor(s) to comply with applicable OPHA and HUD policies and regulations and applicable state and federal laws and the provisions of this Agreement.

Section 1.07 Drug-Free Workplace

Contractor shall establish procedures and policies to promote a “Drug-Free Workplace.” Further, Contractor shall notify all employees and subcontractors of its policy for maintaining a “Drug-Free Workplace,” and the penalties that may be imposed on any employee of Contractor or subcontractor’s employees for drug abuse violations occurring in the workplace. Further, Contractor shall notify the OPHA if any of its employees performing services in connection with this Agreement are convicted of a criminal drug offense in the workplace no later than ten (10) days after obtaining actual knowledge of such conviction.

Section 1.08 Force Majeure

Neither OPHA nor Contractor shall be liable or held responsible for any failure to perform or delays in performing its obligations under this Agreement which result from complying with any unforeseeable court decisions, order or ruling or any unforeseeable change in any statute, HUD regulation or law applicable to the Housing Voucher Choice Program and/or Public Housing Program; or fire or casualty, acts of God, severe weather, strikes or labor unrest, war or civil unrest, or similar unforeseeable events. In each instance, the failure to perform must be beyond the control and without the material fault or negligence of the OPHA or Contractor.

ARTICLE 2 TERM OF AGREEMENT

Section 2.01 Term of Agreement

This Agreement shall be deemed effective as of _____ (“Effective Date”), and shall continue until _____ unless the Agreement is terminated in accordance with its terms, whichever occurs first or extended as hereinafter. The initial Contract Year shall mean the period from _____ through _____. The second Contract Year and any subsequent year of this Agreement shall mean the 12-month period from _____ through _____.

ARTICLE 3 COMPENSATION AND PAYMENT

Section 3.01 Fees and Payment

- For the first 12 months of the contract, _____ will be charged for each unit receiving an Annual HQS Inspection.
- There shall be _____ charge for any second inspection if needed during this period.
- Third and subsequent inspections will be charged _____ per inspection.
- In the second and subsequent years of the contract, _____ will be charged for each unit receiving a HQS Inspection. An additional charge of _____ will be applied for any unit that requires a second inspection after an initial failed inspection. Third and subsequent inspections will be billed at _____ per inspection.
- Initial (or New Unit) Inspections will be billed at _____ per inspection.
- Complaint, Special and Emergency Inspection will be billed at _____ per inspection.

- Costs shall be billed to OPHA immediately upon completion of inspection, and invoices will be payable Net 15 Days from receipt of invoice by OPHA.

ARTICLE 4 DISPUTES

Section 4.01 Disputes

A. In the event of a dispute between the OPHA and the Contractor involving the scope of services, this Agreement, or other material issue, both parties will use good faith efforts to attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, the decision of the OPHA shall be final and binding.

B. Provided the Contractor has given notice within 30 days of the OPHA decision that it takes exception to this decision and has brought suit against the OPHA not later than one year after the Contractor has received notice of the decision, then the decision of the OPHA shall not be final and the dispute shall be resolved on the merits by a court of competent jurisdiction.

C. Right of Termination: The requirements set forth in Article 4 herein shall not be deemed a waiver of any right of termination for cause or for convenience under this Agreement.

ARTICLE 5 RISK MANAGEMENT

Section 5.01 Insurance

A. During the term for this Agreement, Contractor agrees to procure and maintain in the name of the OPHA at all times during the term of this Agreement, the types of insurance specified below in order to protect the OPHA from the acts, omissions and negligence of the Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance provided shall cover all operations under this Agreement, whether performed by the Contractor or its subcontractors, joint venture partners, agents, officers or employees.

1. General Liability

General Liability (\$1,000,000 per occurrence/\$3,000,000 aggregate)

Medical Payments (\$5,000 per person)

Errors and Omissions (\$500,000)

2. Automobile Liability

Combined Single Limit (\$1,000,000)

Hired and Non-Owned Auto Liability

B. Related Requirements

The Contractor or its subcontractors shall furnish the OPHA with Original Certificates of Insurance evidencing that the required coverage is in force on the Effective Date of this Agreement. In addition, copies of the endorsement(s) adding the Contractor to the OPHA's policies as an additional insured are required. The required documentation must be received prior to the Effective Date. Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Agreement, is to be received by the OPHA prior to the expiration or renewal date occurring during the term of this Agreement or extensions thereof. The receipt of any Certificates does not constitute agreement by the OPHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the Certificates are in compliance with all Agreement requirements. The failure of the OPHA to obtain Certificates or other insurance evidence from the Contractor shall not be deemed to be a waiver by the OPHA of Contractor's obligations under this Section 5.01. The Contractor shall advise all insurers of the Agreement provisions regarding insurance and the failure of Contractor to notify insurers shall not relieve Contractor from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute an Event of Default under this Agreement for purposes of and pursuant to Section 6.01.

The insurance shall provide for thirty (30) days prior written notice to be given the OPHA in the event coverage is substantially changed, canceled, or not renewed.

The Contractor shall require all subcontractors to carry the insurance required herein with the OPHA named as an additional insured, or the Contractor may provide the coverage for any or all subcontractors and consultants, and if it does, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined herein.

The Contractor and each subcontractor agree that insurers shall be requested to waive their rights of subrogation against the Contractor.

The Contractor expressly understands and agrees that any coverage and limits furnished by the Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within this Agreement or by law.

Except as expressly provided otherwise herein, the Contractor understands and agrees that any insurance, self-insurance, or reserve insurance programs maintained by the OPHA shall apply in excess of and not in addition to insurance provided by the Contractor under this Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the Indemnification provisions herein or any limitation placed on the indemnity therein given as a matter of law.

If Contractor desires additional coverage, higher limits of liability or other modifications for its own protection, the Contractor shall be responsible for the acquisition and costs of such additional protection and shall notify the OPHA of such additional coverage(s). The costs for such additional coverage, higher limits or other modification shall not be a reimbursable Operating Cost unless otherwise agreed to by the OPHA.

The OPHA maintains the rights to reasonably modify, delete, alter or change these requirements.

Section 5.02 Indemnification

A. Contractor Indemnification of the OPHA

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, keep, save, and hold the OPHA, its officers, officials, employees, and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of every kind, nature, character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments, or settlements, proceedings or causes of action of every kind, nature, and character (collectively "Claims") in connection with or arising directly or indirectly out of the Contract and/or the acts and omissions of Contractor, its officers, officials, agents, employees, and subcontractors including but not limited to, the enforcement of this indemnification provision, except that arising out of the sole legal cause of the OPHA, its officers, agents or employees.

The OPHA shall have right, at its option and at Contractor's expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the OPHA free and harmless are separate from and not limited by the Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the Contractor's indemnities set forth in this Agreement shall survive the expiration or termination of this Agreement.

B. OPHA's Indemnity to the Contractor

Notwithstanding the provisions of Section 5.02, Paragraph A, the OPHA agrees to protect, defend, indemnify, keep, save, and hold the Contractor and its subcontractors and their officers, employees, and agents free and harmless from and against all: Claims arising after the Effective Date of this Agreement caused solely by the acts or omissions of OPHA, its officers, officials, agents, or employees, including, but not limited to, the enforcement of this indemnity provision. The Contractor shall have the right, at its option and the OPHA's expense, to participate in the defense of any suit, without relieving OPHA of any of its obligations under this responsibility provision. The indemnity provisions set forth in this Section 5.02.B shall apply to such Claims arising on or after the Effective Date of this Agreement and shall survive the expiration or termination of this Agreement.

ARTICLE 6 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 6.01 Events of Default Defined

Each of the following shall constitute an event of default (“Event of Default”):

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to HUD or the OPHA.

B. The Contractor’s material failure to perform the Contractor’s Services in a timely manner and in accordance with OPHA policies and HUD regulations.

B-1. The Contractor’s fraud, extortion or criminal act involving the OPHA’s property or its interests.

C. The Contractor’s material failure to comply with any term of this Agreement or perform any obligation under this Agreement, including, but not limited to, the provisions concerning Deliverables, compliance with HUD regulations, insurance and nondiscrimination, except to the extent Contractor’s failure results from a Force Majeure subject to Section 1.13 of this Agreement.

Section 6.02 Declaration of Default

If an Event of Default shall occur the OPHA may, at its sole option, declare the Contractor in default by issuing a written notice of default to Contractor (“Notice of Default”). The Notice of Default shall state the Event(s) of Default with reasonable specificity, and shall state the Remedies the OPHA intends to invoke. Whether to declare the Contractor in default and send a Notice of Default, and what Remedies to exercise, are within the sole discretion of the OPHA. If the OPHA considers it to be in its best interests, it may elect not to issue a Notice of Default or to exercise any available remedy hereunder. The parties acknowledge that this provision is solely for the benefit of the OPHA and that if the OPHA permits Contractor to continue to provide the Contractor’s Services despite one or more Events of Default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement, nor shall the OPHA waive or relinquish any of its rights to declare the Contractor in default and send a Notice of Default based on any past or future Event of Default or to exercise any of its Remedies under this Agreement. Written notification of the default, and any decision by the OPHA to terminate the Agreement, shall be final and effective upon Contractor’s receipt of such notice pursuant to Article 9.

Upon receipt of a Notice of Default issued in accordance with this Section, the Contractor shall have thirty (30) calendar days to cure the default (or, if the default cannot reasonably be cured within such thirty (30) day period, then the Contractor shall commence all efforts to cure within a reasonable period agreed upon by OPHA), except there shall be no cure period if there is a deemed material failure by the Contractor as set forth under Section 6.01B-1.

Section 6.03 Remedies

Upon the giving of written Notice of Default pursuant to Section 6.02 and the Contractor's failure or inability to cure to the extent allowed, OPHA may invoke any or all of the following remedies:

- A. Take over and complete the Contractor's Services or any part thereof either directly or through others.
- B. Terminate this Agreement as to any or all of the Contractor's Services yet to be performed, effective at a time specified by the OPHA.
- C. Obtain specific performance, or an injunction or any other appropriate equitable remedy.
- D. Obtain actual money damages.
- E. Withhold all or any part of Contractor's compensation hereunder commensurate with those Contractor's Services not substantially completed in accordance with the terms hereof prior to the termination of this Agreement.
- F. Deem Contractor non-responsible in future contracts to be awarded by the OPHA.

The remedies under this Section are not intended to be exclusive of any other remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing, as provided in this Section, upon any Event of Default shall impair any such right or power; nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.04 Termination for Convenience

A. If it determines that it is in its best interests, the OPHA may terminate this Agreement for convenience, or any portion of the Contractor's Services to be performed under it, at any time by written notice from the OPHA to Contractor ("Notice of Termination") specifying that the Agreement, or some portion thereof, is being terminated for convenience, the extent of the termination, and the Effective Date of termination. If the OPHA elects to terminate the Agreement in full, all Contractor's Services to be performed hereunder shall cease effective thirty (30) days after the date of receipt of the Notice of Termination, or such later effective date as designated by the OPHA in the Notice of Termination. Contractor shall render services until the Effective Date of termination, and shall not be required, for any reason, to render services thereafter. Contractor shall not be entitled to any compensation for services rendered or reimbursement for costs incurred after the Effective Date of termination. If the Agreement is terminated as provided in this Section, payment for any services actually and satisfactorily performed before the Effective Date of the termination in accordance with this Agreement shall be on the same basis as set forth in Section 3.01.

B. If the OPHA's election to terminate this Agreement for the occurrence of an Event of Default pursuant to Section 6.02 of this Agreement is determined to have been wrongful, then in that case, the termination shall be deemed to be a termination for convenience pursuant to Section 6.04.A.

C. After receipt of a Notice of Termination, the Contractor shall proceed with the following directives, regardless of any delay in determining or adjusting amounts due under this Section:

- (1) Stop the work to be terminated, at the time specified in the Notice of Termination;
- (2) Place no further contracts or orders for materials, services, or facilities, except as authorized by OPHA to complete specified portion(s) of the Agreement;
- (3) Terminate all subcontracts to the extent they relate to the work terminated;
- (4) At OPHA's option, assign to the OPHA, to the extent legally permitted, all rights, titles and interests of the Contractor in its subcontracts;
- (5) With OPHA's approval, which approval shall not be unreasonably withheld or delayed, settle all outstanding liabilities arising from the termination of subcontracts;
- (6) Transfer title or return and deliver to the OPHA: (i) all OPHA Property, as described in Section 1.06 of this Agreement and used by Contractor in performing Contractor's Services hereunder, (ii) all work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (iii) all finished or unfinished OPHA Documents prepared by the Contractor under this Agreement;
- (7) Continue performance of any work not terminated; and
- (8) Take any action that may be necessary, or that the OPHA may direct, for the protection or preservation of OPHA property in the possession of the Contractor.

D. After termination, the Contractor shall submit a final termination settlement proposal to OPHA. The Contractor shall submit the settlement proposal within ninety (90) days after the effective date of the termination. If the Contractor fails to submit the proposal within the time allowed, the OPHA may determine, on the basis of the information reasonably available to it, the amount, if any, due the Contractor because of the termination and shall pay the amount, if any, so determined.

E. In the event this Agreement is terminated for convenience in full, and subject to paragraph D of this Section, the Contractor and the OPHA may agree on the whole or any part of the amount to be paid because of said termination but such amounts shall be limited to the reasonable costs directly related to said termination. However, the agreed amount shall not exceed the combined cost reimbursement payments, as reduced by: (i) the amount of payments previously made; and (ii) the contract price of work not terminated.

Section 6.05 Suspension

The OPHA may at any time suspend Contractor's performance of Contractor's Services, or any part thereof, up on reasonable notice in the event of an emergency (defined as an unexpected event that threatens the health and safety of the Section 8 Housing Choice Voucher holders). Contractor shall not be entitled to compensation for services performed, but may be entitled to reimbursement for reasonable expenses incurred during the period of such suspension, to the extent Contractor demonstrably establishes said expenses were caused by and relate to the suspension. However, there shall be no reimbursement for reasonable expenses resulting from any suspension of Contractor's Services if said suspension is caused by the fault or negligence of the Contractor. The Contractor shall promptly resume performance of such Contractor's Services under the same terms and conditions as stated herein upon written notice by the OPHA and such equitable extension of time as may be mutually agreed upon by the OPHA and the Contractor, when necessary for continuation or completion of Contractor's Services.

No single suspension of this Agreement shall exceed (10) calendar days or, in the aggregate, with other suspensions, exceed a period of forty-five (45) days within any one contract year. If the total number of days of suspension exceeds forty-five (45) in any one Contract Year, the Contractor may treat such suspension as a termination for convenience pursuant to Section 6.04.

Section 6.06 No Damages for Delay

The Contractor's sole and exclusive remedy for delays or suspension of work caused by the OPHA is an extension of time equal to the duration of delay or suspension to allow the Contractor to perform its obligations under this Agreement. No compensation shall be due to Contractor for delays or suspension caused by Contractor. Further, the Contractor shall make no claims against the OPHA for damages, charges, interest, or third party costs incurred by reason of delays or suspension if such delays or suspension are deemed necessary or in the best interest of OPHA's Housing Choice Voucher and /or Public Housing Programs.

ARTICLE 7 WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 7.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it and each of its employees, agents, and subcontractors are competent to perform the Contractor's Services required under this Agreement, and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of Contractor's Services under this Agreement; and

C. That Contractor and its subcontractors are not in default at the time of the execution of this Agreement; and

D. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and that it fully understands the nature and scope of the Contractor's Services required and otherwise fully understands the parties' duties and obligations hereunder; and

E. That this Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor shall perform, or cause to be performed, the Contractor's Services in strict accordance with the provisions and requirements of this Agreement; and

F. That no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the OPHA, its officials, agents, or employees, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto and incorporated by reference herein, have induced the Contractor to enter into this Agreement or have been relied upon by the Contractor; and

G. That the Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(1); the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and

H. The Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also an Event of Default under this Agreement.

Section 7.02 Joint and Several Liability

In the event that the Contractor, or its successors or permitted assigns, if any, is comprised of more than one legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor shall be the joint and several obligation or undertaking of each legal entity.

Section 7.03 Conflict of Interest

The Contractor shall comply with the conflict of interest standards contained in the OPHA's Annual Contribution Contract with HUD and in 24 CFR 85.36. The Contractor will ensure that it and all persons working on its behalf do not undertake any work for other individuals or institutions that places Contractor or the OPHA in an actual or potential conflict of interest position with any other entity. The OPHA's consent and waiver to the conflict must be obtained in writing. The Contractor will advise the OPHA in writing of any situation that constitutes or appears to constitute an actual or potential conflict of interest upon learning of such situation and will inform the OPHA of corrective action available.

Section 7.04 Non-Liability of Public Officials

No official, employee or agent of the OPHA shall be personally liable to the Contractor or any subcontractor or their respective successors and permitted assigns, if any, for: (i) any default

or breach by the OPHA under this Agreement, (ii) any fee due to the Contractor or subcontractors or their respective successors and assigns, or (iii) any other obligation arising under this Agreement.

Section 7.05 Annual Contributions Contracts

Notwithstanding any provision contained herein to the contrary, the Contractor hereby certifies that the Contractor's Services shall be performed in accordance with the provisions of the Annual Contributions Contracts between HUD and OPHA and the Consolidated Annual Contributions Contracts for the Housing Choice Voucher Program.

ARTICLE 8 GENERAL CONDITIONS

Section 8.01 Entire Agreement

This Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersede any and all prior agreements, arrangements and communications between the parties herein, and no other warranties, inducements, considerations, covenants, conditions, promises, or interpretations shall be implied between the parties that are not set forth herein.

Section 8.02 Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties.

Section 8.03 Amendments

No changes, amendments, or modifications of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the OPHA's Chairperson, or his/her designee. The OPHA shall incur no liability for fees or cost reimbursement for existing or additional Contractor's Services without a written amendment to this Agreement pursuant to this Section and as may be required by the Additional Services provision of Exhibit A.

Whenever in this Agreement the Contractor is required to obtain prior approval from the OPHA, the effect of any approval which may be granted pursuant to the Contractor's request shall be prospective only from the later of: (i) the date approval was requested; or (ii) the date on which the action for which the approval was sought is to begin.

Section 8.04 Compliance with All Laws/Government Orders

A. The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion;

however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

B. The Contractor shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 8.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor hereby irrevocably submits itself to the original and exclusive jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Contractor agrees that service of process on the Contractor may be made, at the option of the OPHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. If the Contractor brings any action against the OPHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 8.06 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable (i) as applied in any particular case in any jurisdiction, or (ii) in all cases, because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or (iii) for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 8.07 Interpretation

Any headings and captions of this Agreement are for convenience of reference only and do not define, or limit or otherwise construe or interpret the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement. The use herein of the word "including," when following any general statement, term or matter, shall not be constructed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting

language (such as “without limitation,” or “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 8.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, permitted transferees and permitted assigns, if any.

Section 8.09 Cooperation

A. The Contractor agrees at all times to cooperate fully with the OPHA and to act in the OPHA’s best interests. If this Agreement or any portion of this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure: (i) an orderly transition to the OPHA or another person or entity, (ii) orderly demobilization of its own operations in connection with the Contractor’s Services, (iii) uninterrupted provision of Contractor’s Services during any transitional period subject to and covered by an Operating Budget, and (iv) compliance with reasonable requests and requirements of OPHA in connection with the termination or expiration of this Agreement. Nothing herein shall be construed to affect the Termination for Convenience provisions set forth in Section 6.04 of this Agreement.

B. The Contractor shall provide the following assistance to the OPHA no less than 90 days prior to the expiration of the Agreement or within 60 days of receipt of a notice of termination.

- 1) Provide the OPHA a list of all subcontractors.
- 2) Provide the OPHA with a copy of the most recently performed inventory of all OPHA Property and Contractor Property and list any property that has been either acquired or disposed of since the date of that inventory.
- 3) Provide the OPHA with a list of the Contractor’s licenses and copyrights, for which the OPHA is not also already a licensee. The OPHA shall advise the Contractor in writing which licenses it desires the Contractor, through its reasonable efforts, to obtain, at the OPHA’s expense, unless the OPHA should have been made a licensee by Contractor pursuant to the terms of this Agreement.
- 4) Provide the OPHA access to necessary data files, non-proprietary operational procedures and data and documentation in the Contractor’s possession related to the Contractor’s Services, which the OPHA has a right to pursuant to this Agreement or any applicable laws.
- 5) Make arrangements with the OPHA for the return to the OPHA of all OPHA Property, OPHA Documents, and all other OPHA confidential or proprietary information in the Contractor’s possession, except for one copy, which Contractor may retain, subject to its confidentiality obligation hereunder, for internal record keeping purposes and for compliance with applicable professional standards.

- 6) Work with the OPHA to identify all other information, materials and resources the OPHA desires to receive.

Section 8.10 Waiver

Whenever under this Agreement the OPHA, by proper authority, waives the Contractor's performance in any respect or waives a requirement or condition to either the OPHA's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the OPHA may have waived the performance, requirement or condition.

ARTICLE 9 NOTICES

Section 9.01 Notices

Any notices sent to the Contractor shall be mailed by certified mail return receipt requested and postage prepaid, via hand delivery, or prepaid overnight courier with signed receipt requested to:

Any notices sent to the OPHA shall be mailed by certified mail return receipt requested and postage prepaid, via hand delivery, or prepaid overnight courier with signed receipt requested or by certified mail return receipt requested and postage prepaid to:

Oak Park Housing Authority
21 South Boulevard
Oak Park, IL 60302
Attention: Chairman

ARTICLE 10 AUTHORITY

Section 10.01 OPHA's Authority

Execution of this Agreement by the OPHA is pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437 et seq.; regulations promulgated by HUD, and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

Section 10.02 Contractor's Authority

To the extent applicable, execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, and the signature(s) of each person signing on behalf of

Contractor having been made with complete and full authority to commit the Contractor to all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the OPHA and the Contractor have executed this Agreement on the dates of the signatures below.

**HOUSING AUTHORITY OF
THE VILLAGE OF OAK PARK,
an Illinois municipal corporation**

BY: _____
Executive Director

BY: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Secretary

Secretary

BLANK PAGE

AS A SPACER

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

BLANK PAGE
AS A SPACER

STATEMENT OF LICENSE CERTIFICATE

This is to certify that _____

has fully complied with all the requirements to perform work in the

State of Illinois and has been issued Business License No.

on _____

(latest renew date)

by the _____.

(Company)

(Signature)

(Title)

BLANK PAGE

AS A SPACER

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information desired.

- 1) Name of Offeror: _____
- 2) Permanent main office address: _____

- 3) When organized: _____
- 4) If a corporation, where incorporated: _____
- 5) How many years in business under present firm or trade name? _____
- 6) Contracts on hand: (Schedule, amount, and beginning and end of each contract):

- 7) General character of work performed by company: _____

- 8) Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____

- 9) Have you ever defaulted on a contract? _____
If so, where and why? _____

- 10) List the more important projects recently completed by your company, stating the approximate cost of each, and month and year completed. _____

- 11) List your major equipment available for this contract on a separate sheet titled "Statement of Equipment." _____
- 12) Experience in work similar in importance to this project: _____

- 13) Background and experience of the principal members of your organization, including the officers: _____

- 14) Credit available: \$ _____
- 15) Bank reference: _____
- 16) Provide your Dun & Bradstreet D-U-N-S number if you have one: _____
- 17) Please provide your most recent detailed financial statement or annual report. Will you furnish any other information that may be required by the Oak Park Housing Authority? _____
- 18) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Oak Park Housing Authority in verification of the recitals comprising this Statement of Offeror's Qualifications.

Dated this _____ day of _____, _____.

(Organization Submitting Proposal)

BY: _____

TITLE: _____

_____, being duly sworn, deposes and says he/she

is _____ of _____

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Signed and sworn to before me
 this _____ day of _____, 2009.

 Notary

BLANK PAGE
AS A SPACER

Inspection Form

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

PHA		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract		Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Project Number

A. General Information

Street Address of Inspected Unit				Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3,4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other:(Specify)			
City	County	State	Zip				
Name of Family		Current Telephone of Family					
Current Street Address of Family							
City	County	State	Zip				
Number of Children in Family Under 6							
Name of Owner or Agent Authorized to Lease Unit Inspected			Telephone of Owner or Agent				
Address of Owner or Agent							

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

1. Fail If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

2. Inconclusive If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

3. Pass If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living
basement or utility room	5. All Secondary Rooms Not Used for Living 6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security," in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; noninsulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. 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.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., tripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

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 ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no openable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1	Bathroom Present (See description) Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2	Electricity Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3	Electrical Hazards Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5	Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11	Fixed Wash Basin or Lavatory in Unit Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12	Tub or Shower Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13	Ventilation Are there openable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the checklist.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/playroom, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4. 2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be openable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

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).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors 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). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

Room Code

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
- _____ front/rear/center: the room is situated to the back, front or center of the unit.
- _____ floor level: the floor level on which the room is located.

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under the eaves) show serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis* level repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tiedown device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no openable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive." Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes No
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) _____

Inspection Summary (Optional)

Provide a summary description of each item which resulted in a rating of **Fail** or **Pass with Comments**.

Tenant ID No.	Inspector	Date of Inspection	Address of Inspected Unit
Type of Inspection	<input type="checkbox"/> Initial	<input type="checkbox"/> Special	<input type="checkbox"/> Reinspection
Item Number	Reason for "Fail" or "Pass with Comments" Rating		

Comments continued on a separate page Yes No

BLANK PAGE
AS A SPACER

Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information		Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected	Phone Number	
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist		Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room					
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) ont/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors						
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/L			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors						
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors						

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ___ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ___ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes No
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes No

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
Type of Inspection	Initial <input type="checkbox"/>	Special <input type="checkbox"/>	Reinspection <input type="checkbox"/>
Item Number	Reason for "Fail" or "Pass with Comments"		Rating

Continued on additional page Yes No

Previous editions are obsolete

BLANK PAGE

AS A SPACER

NONCOLLUSION AFFIDAVIT OF PRIME OFFEROR

State of _____ County of _____ ,

being first duly sworn, deposes and says that:

- (1) (S)He is of _____,
(Owner, Partner, Officer, Representative of agent)
the Offeror who has submitted the attached bid;
- (2) The Offeror is fully informed respecting the preparation and content of the attached offer and of all pertinent circumstances respecting such offer;
- (3) Such is genuine and is not a collusive or sham offer;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in anyway colluded, conspired, connived or agreed, directly or indirectly, with other offerors, firms, or persons to submit a collusive or sham offer in connection with the contract for which the attached offer has been submitted or to refrain from offering indirectly, sought by agreement, or collusion, or communication, or conference with other offerors, firms, or persons to fix the price or prices or cost element of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Oak Park Housing Authority or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached offer are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed)

(Title)

Signed and sworn to before me
this ____ day of _____, 2009.

Notary

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted nor otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The applicant agrees that by submitting this proposal, it will include without modification the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," i.e., with subgrantee of contractors in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 4 CFR Part 76.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

Executed this _____ day of _____, _____.

COMPANY: _____

SIGNED BY: _____
(Authorized Official)

NAME/TITLE: _____
(Please Print)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)