



REQUEST FOR PROPOSALS (RFP)

RFP NUMBER: 10-0077

PROPOSAL FOR: Professional Services
Related to Administrator for the Arlington
Homebuyers' Assistance Program

PROPOSAL DUE DATE: March 4, 2010

PROPOSAL DUE TIME: 2:00 PM CST

PRE-PROPOSAL MEETING: February 10, 2010 **MEETING TIME:** 10:00 AM, CST

LOCATION: 101 S Mesquite Street, Ste 800 Arlington, Texas 76010

CONTACT: Janice K. Hughes, CPPB
Sr. Purchasing Agent
E-mail: Janice.hughes@arlingtontx.gov
Telephone: 817-459-6304
Fax: 817-459-6334

Sealed proposals, one (1) original and five (5) copies with a CD, subject to the Terms and Conditions of this RFP and other contract provisions, will be received in the **Purchasing Division, 101 S. Mesquite Street, Suite 800, Arlington, Texas 76010**, before the due date and time shown above. **Proposals must be returned in a sealed envelope or other appropriate package, addressed to the Purchasing Agent, City of Arlington and have the proposal number, due date, and company name clearly marked on the outside envelope.** Late proposals will be returned to the Vendor unopened. Proposals may be withdrawn at any time prior to the due date and time shown above. Proposals may not be altered, amended or withdrawn after the due date and time without the recommendation and approval of the Purchasing Agent. The undersigned agrees, if the proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be 180 calendar days.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE PROPOSING VENDOR FOR THE AMOUNT SHOWN ON THE ACCOMPANYING PROPOSAL SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE RFP. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

Company Name and Address	Company's Authorized Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:

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**CITY OF ARLINGTON
INSTRUCTIONS TO PROPOSING FIRMS**

1. DELIVERY OF PROPOSALS

Proposals must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of the proposing firms to ensure timely delivery of the submission. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposing firm. Late submissions will be returned to the Respondent unopened. The time stamp clock in the Purchasing Office is the time of record.

Be advised that the Municipal Court has relocated to the Municipal Office Tower, and there is now only one entrance into the building. Vendors will be required to enter and pass through security at the North Entrance (through the metal detector). All packages will also be scanned. This could be a lengthy process. The Bid response must arrive on the 8th floor by 2:00 pm in order to be considered.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of submission documents to the City of Arlington, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the Vendor bears responsibility.

2. EXAMPLE OF PROPERLY IDENTIFIED ENVELOPE:

**Bidder's Name
Address
City, State, Zip
City of Arlington
Purchasing Division, 8th Floor
101 E Mesquite Street
Arlington, Texas 76010
RFP Number:
RFP Due Date:
RFP Name:**

3. DOCUMENTS

Review of Documents: Proposing firms are expected to examine all documents that make up the RFP. Proposing firms shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the RFP. Proposing firms must use a complete RFP to prepare their response. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete RFPs.

Location of Documents: The Purchasing Division issues RFPs. The location and phone number for the Purchasing Division is specified in the advertisement and the RFP.

This RFP may be downloaded from the Demand Star job posting system located at www.demandstar.com. Registration on-line may be subject to a registration fee. You may also register for free by calling Onvia customer support at 1(800)331-5337 and telling the support representative that you are registering for City of Arlington procurements. All addenda and notices related to this procurement will be posted by the City on Demand Star. In the event that this RFP is obtained through any means other than Demand Star, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

Explanations or Clarifications: Any explanation, clarification, or interpretation desired by a proposing firm regarding any part of the RFP must be requested in writing from the Purchasing Division prior to the deadline established herein. Interpretations, corrections, or changes to the RFP made in any other manner are not binding upon the City, and proposing firms shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be faxed to the City at (817) 459-6334, or emailed to the Purchasing Agent listed in Section Two. The document must clearly identify the proposing firm, point of contact and RFP number. Any written information given to one firm concerning the RFP will be furnished as an addendum to all firms who attend the mandatory pre-proposal meeting.

Preparation of RFP: Each proposing firm must furnish the information required by the RFP on the documents provided, and on clearly referenced attachments as needed. RFPs submitted on other than the forms included in the RFP package may be considered non-responsive. Any attempt to alter the wording in the RFP may result in rejection of the RFP.

Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. RFPs may not include exempted taxes. The successful firm should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal (if applicable): If the proposal indicates brand name or "equal" products are acceptable, the proposing firm may propose an "equal" product as an alternate, but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time (if applicable): Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the Respondent shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposal pricing shall be firm unless otherwise specified. In the event of a discrepancy between unit prices and extended prices, the unit prices shall govern.

Signature: The proposing firm must sign each document in the proposal requiring a signature. If addenda are issued, the proposing firm must sign and return all addenda as part of their proposal.

Proposal Security: If a proposal security is required for this purchase, the requirement will be reflected in the specifications of the RFP package. If required, a cashier's check or an acceptable surety bond in the amount indicated (or in the amount of 5% of the total of the RFP submitted) must be submitted at the time the RFP is submitted, and is subject to forfeiture in the event the successful firm fails to execute the contract documents within 10 calendar days after the contract has been awarded.

To be an acceptable surety on the bond (1) the name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570), or (2) the surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

RFP Preparation Costs: All costs associated with preparing a RFP shall be borne by the Respondent.

4. SUBMISSION OF RFP

Unless otherwise specified, proposing firms are required to submit the following required documents, in addition to their detailed RFP information, labeled "original" and six (6) copies plus one (1) electronic version on CD (PDF format).

Documents Required with RFP: The following documents must be submitted with each RFP prior to the due date:

- a. The signed RFP cover page
- b. MWBE Participation Form (if applicable)
- c. Respondents Questionnaire and References

Any other documents included in the RFP specifications requiring completion or execution by the proposing firm. **The Respondent may retain all other pages in the RFP document.**

Addenda: Receipt of addenda must be acknowledged by signing and returning the Addenda with the RFP, if requested, or under separate cover prior to the due date. Addenda containing RFP pricing should be returned in a sealed envelope marked on the outside with the firm's name, address, RFP number, and the due date and time. It is the proposing firm's responsibility to obtain, review, sign and return any and all addenda. Addenda are available through www.demandstar.com and in the Purchasing Division. Failure to return any and all issued addenda may adversely affect the firm's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF RFPS

Modification of RFPS: RFPS may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the respondent's name, address, RFP number, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

Withdrawal of RFPS: RFPS may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the firm) at any time prior to the due date. An RFP may also be withdrawn in person by a firm, provided the withdrawal is made prior to the due date. The firm must sign a receipt of withdrawal.

No RFPS may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the RFP. Withdrawn RFPS may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

6. OPENING OF RFPs

The Purchasing Division representative responsible for opening RFPs shall confirm the time and announce the RFP opening. The representative shall then personally and *publicly open and read aloud only the names of firms submitting proposals*.

7. EVALUATION FACTORS AND AWARD

Evaluation: Evaluation will be conducted as described in this RFP Section 6.

Award: The City will first examine the functional requirements to determine their conformance with the RFP. Any submissions that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, Respondents should exercise particular care in reviewing the required Submission Format as set forth in this RFP. See Section 7 for a description of the process for evaluation.

Acceptance of RFP: Acceptance of this RFP and the subsequent RFP will be in the form of a contract. The contents of the RFP shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

- a. Specify approximate quantities in the RFP;
- b. Extend the RFP opening date and time;
- c. Consider and accept alternate proposals, if specified in the RFP documents, when most advantageous to the City;
- d. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
- e. Waive any minor informality in any RFP or RFP procedure (a minor informality is one that does not affect the competitiveness of proposing firms);
- f. Add additional terms or modify existing terms in the RFP;
- g. Reject a RFP at the City's discretion;
- h. Reject or cancel any or all RFPs;
- i. Reissue a RFP; and/or
- j. Procure any item by other means.

8. POST-RFP DOCUMENTS REQUIRED FROM SUCCESSFUL FIRM

Certificates of Insurance: When insurance is required, the successful must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within fifteen (15) business days after notification of award, or as otherwise required by the specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the successful firm must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of award, or as otherwise required by the specifications.

Notice to Proceed

The successful Vendor will be required to furnish all insurance certificates and any other requirements of this solicitation **before** work can begin on this project. The City of

Arlington will issue the selected Vendor a "Notice to Proceed" letter after all requirements have been satisfied, thereby, notifying the bidder when work can begin on this project.

9. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas.

The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

10. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

11. PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control (see <http://www.treas.gov/offices/enforcement/ofac/sdn/>). Vendor agrees that should at any time during the term of this contract they become listed on the Terrorism List, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List.

12. CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS

All questions concerning this procurement solicitation must be directed to the Purchasing Agent. Contact information for the Purchasing Agent is listed on page 1 of this document.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFP proposer secures or attempts to secure an unfair advantage over another RFP proposer or creates a situation where there is an appearance of impropriety in contacts between the RFP proposer or Proposer's agent or Proposer's contractor or Proposer's consultant and City officials.

Proposers are prohibited from communicating with council members, City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item for consideration by the entire city council.

Proposers are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to letters, phone calls, emails or any contact that results in the direct or indirect discussion of the RFP or proposal submitted or to be submitted. Violation of this provision by proposer or

Proposer's agent may lead to disqualification from consideration. Exceptions to the restrictions on communication with City employees include:

Contacts by the proposer with City staff when such contacts do not pertain to this proposal. Examples include: private (non-business) contacts with the City by the proposer or Proposer's employees acting in their personal capacity; presentations and/or responses to inquiries initiated by City Staff; and if a representative of the proposer has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFP.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a Proposer being disqualified from the procurement process.

CITY OF ARLINGTON
REQUEST FOR PROPOSAL
FOR
PROFESSIONAL SERVICES RELATED
TO
ADMINISTRATOR
FOR
THE ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM
RFP NUMBER 10-0077

SECTION 1	INTRODUCTION
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1.0 INTRODUCTION

The City of Arlington, Texas, is seeking to contract with a qualified subrecipient to administer the Arlington Homebuyers' Assistance Program (AHAP). This program is funded through the U. S. Department of Housing and Urban Development's (HUD), HOME Investment Partnerships Grant.

1.1 PURPOSE

The City of Arlington, through use of grant funds, seeks to foster homeownership opportunities for low income families. Often, families' incomes will support monthly payments required to service mortgage payments, but they are unable to save sufficiently for a down payment and / or to pay for closing costs associated with the purchase transaction. The purpose of the Arlington Homebuyers' Assistance Program is to provide funds to fill the gap in financing for first time homebuyers in Arlington. In all locations in the City, grant funding is available to qualified first time homebuyers. Additionally, a deeper subsidy level is available to encourage homeownership in the central part of Arlington known as the Neighborhood Revitalization Strategy Area.

The AHAP program has been funded in the City of Arlington for twelve years. Assistance levels have varied over time to meet the needs of homebuyers given different market conditions and federal regulations.

1.2 BACKGROUND

The City of Arlington receives funding from the U. S. Department of Housing and Urban Development to assist low- to moderate-income, first-time homebuyers to acquire eligible properties through the Arlington Homebuyers' Assistance Program. This program provides funds in the form of a 0% interest, forgivable loan for down payment and/or closing cost assistance to income-eligible homebuyers in conjunction with primary mortgages offered by participating lenders. Assistance is available to qualified first-time homebuyers city-wide in the amount up to \$7,500. In the area designated as a Neighborhood Revitalization Strategy Area or for a family that has a household member with a disability, the level of assistance is up to \$10,000. A full program description is included as reference.

1.3 OBJECTIVES

The successful respondent (Subrecipient) will provide professional services to the City of Arlington, through contractual arrangement acting as administrator of the Arlington Homebuyers' Assistance Program. Specific requirements are referred to in Section 3, Scope of Services.

1.4 CONTRACT

It is anticipated that following the completion of the negotiation process, a contract or contracts will be awarded to the successful respondent(s). However, no work is to begin, nor is the City of Arlington liable for any costs whatsoever, until the contract has been duly signed and certified by the appropriate parties.

SECTION 2

ADMINISTRATIVE INFORMATION

2.0 Point of Contact

The Purchasing Agent, identified below, is the sole point of contact regarding the RFP bidding documents from the date of issuance until selection of the successful Vendor. The point of contact for inquiries concerning this RFP is:

Janice K. Hughes, CPPB
Purchasing Agent
City of Arlington
101 S. Mesquite Street, Suite 800
Arlington, Texas 76010
Janice.Hughes@arlingtontx.gov

2.1 Restriction on Communication

All communications relating to this RFP must be directed to the City's contact person named above. All other communications between a Vendor and City Staff, and public officials **concerning this RFP are prohibited**. Failure to comply with this section may result in the City disqualifying the Vendor's offer.

2.2 Procurement Schedule

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates.

RFP Schedule	
RFP Release Date	January 27, 2010
Pre-Proposal Meeting	February 10, 2010
Last day for Questions Due	February 18, 2010
Release of Addendum 1	February 25, 2010
Proposals Due	March 4, 2010
Short List Letter Issued	March 2010
Oral Presentations	March/April 2010
Mayor and Council Approval	May/June 2010
Contract Term	July 2010

All respondents are strongly encouraged to attend the pre-proposal conference prior to submitting their proposal. The conference will begin **at 10 a.m., on February 10, 2010**, located at the Municipal Office Tower 101 S Mesquite Street, Suite 800, Arlington, Texas, 76010.

Vendors may e-mail questions for the vendor conference to the Point of Contact listed in Section 2.0. The City will also provide Vendors the opportunity to submit written questions at the conference. Although the City may provide tentative responses to questions at the conference, responses are not official until they are posted as an addendum to this RFP on website www.Demandstar.com. The City reserves the right to amend answers prior to the offer submission deadline. Attendance is strongly encouraged, as potential respondents will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The City of Arlington will provide written responses in the form of an Addendum for all questions received at the pre-proposal conference or submitted in writing following the conference.

Verbal discussions at the vendors' conference shall not be considered part of the RFP unless confirmed in writing by the City and incorporated into this RFP. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and **official** answers will be posted as an addendum, available through Demandstar. (www.demandstar.com)

2.3 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received on **or before 2:00 pm., 2/18/2010**. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the respondent should immediately notify the Purchasing Agent in writing of such error and request modification or clarification of the RFP document.

The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Vendors must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

2.4 Amendment to the RFP and Withdrawal of Offer

The City reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Purchasing Agent in writing if they wish to withdraw their proposals.

2.5 Submission of Offers

Vendors must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

2.6 Opening

Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After the RFP opening, the offers will remain confidential until the Evaluation Committee has reviewed all offers submitted in response to this RFP and the City has executed a contract.

2.7 Costs of Preparing the Offer

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor. No payments shall be made by the City to cover costs incurred by any Vendor in the preparation of or the submission of this RFP or any other associated costs.

2.8 Rejection of Offers

The City reserves the right to reject any or all offers, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive proposal.

2.9 Disqualification

The City may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The Vendor fails to respond to the City's request for information, documents, or references.
3. The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 5 of this RFP.
4. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
5. The Vendor initiates unauthorized contact regarding the RFP with City employees and/or officials, or members of the evaluation committee.
6. The Vendor provides misleading or inaccurate responses.
7. The Vendor limits the City's rights.

2.10 Nonmaterial and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.11 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.12 Information from Other Sources

The City reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts. The content of a bid proposal submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.13 Criminal History and Background Investigation

The City reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

2.14 Clarification Process

The City reserves the right to contact a Vendor after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the City or any other political subdivision wherever located, or requests for corrective pages in the Vendor's bid proposal.

An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.15 Disposition of Offers

All proposals become the property of the City. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the Texas Information Act or other applicable law.

2.16 Release of Claims

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

2.17 Presentations and Demonstrations

Vendor's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

The demonstrations should utilize Water Utilities data. The City of Arlington will supply the data to the short listed vendors before the demonstration.

2.18 Evaluation of Offers Submitted

Offers that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 6 of the RFP. The evaluation and selection of a contractor will be based on the information submitted in the proposal, references and required presentations and demonstrations. Respondents shall respond to all requirements clearly and completely. Failure to respond completely may be the basis for the rejection of a proposal.

2.19 Award and final offers

City reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the City and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the City and to temporarily or permanently abandon the procurement. If the City awards a contract, it will award the contract to the Vendor whose proposal is the most advantageous to the City, considering price and the evaluation factors set forth in this RFP.

Awards may be granted in one of two ways. The award may be granted to the highest scoring responsive, responsible proposal. Or to the responsible Vendor whose proposal conforms to the RFP and is the most advantageous to the City, price and other factors considered as stated in Section 6 of the RFP.

3.0 SCOPE OF WORK

The successful respondent (Subrecipient) will provide professional services to the City of Arlington, through contractual arrangement, including but not limited to the following:

1. Provide an operational plan for administering the program in accordance with U. S. Department of Housing and Urban Development (HUD) guidelines. The proposed plan will demonstrate knowledge of HOME program regulations and will clearly demonstrate personnel qualifications, credentials, and organizational capacity.
2. Peripheral services that Subrecipient proposes to provide to assist clients in purchasing a home through AHAP (i.e. credit counseling, education, debt management).
3. Act as liaison between the City and participating mortgage lenders. Mortgage lenders pre-qualify borrowers and submit the AHAP application packet, supporting documents, and request for use of AHAP funds to the Subrecipient. The Subrecipient will verify information and review documents for accuracy, completion, and compliance with program policies and HUD regulations. The Subrecipient will respond to the lender about the individual's eligibility for participation within a pre-determined number of business days to be established by the respondent.
4. Subrecipient will prepare a commitment letter to the lender and reserve AHAP funds (for up to 60 days from the date the client is initially qualified by Subrecipient) for the homebuyer. Funds are reserved on a first-come, first-served basis.
5. Subrecipient will schedule a property inspection by a program inspector. Inspection costs are billed to the City by the inspector. Properties are deemed eligible and the transaction is available for funding contingent on a "pass" inspection rating.
6. Within five business days from the date the applicant is initially qualified by Subrecipient and notification of such is provided by the Subrecipient to the City and lender, the City will process a check made payable to the Title Company.
7. After each transaction closes, the Subrecipient will provide accomplishment data to the City in the format prescribed by the City. Subrecipient will also provide the City with documentation of client eligibility in a manner prescribed by the City.
8. The Subrecipient will maintain files sufficient to document compliance with program policies and HUD regulations, and will make files available to staff or HUD representatives upon request.
9. The Subrecipient will provide monthly reports to the City of Arlington, Community Development and Planning Department, detailing the number of persons assisted in homeownership opportunities, homebuyer counseling, homebuyer education, foreclosure prevention, and lender orientations.
10. The Subrecipient will be responsible for client identification, eligibility intake, affirmative marketing of the AHAP program and other related services offered by the Subrecipient, fair housing regulations, adherence to lead-based paint regulations, record keeping requirements, and contract closeout.

3.1 APPENDIX

For further background information, vendors are encouraged to refer to the following list of RFP attachments.

Document Name	Description
• Appendix A AHAP Program Policy & Minimum Housing Standards	Complete description of AHAP program policy, including eligibility requirements, funding levels, property requirements, and relevant federal regulations
• Appendix B Neighborhood Revitalization Strategy Area Map	Defined area of Arlington receiving deeper subsidy levels
• Appendix C Minimum File Requirements	List of the minimum requirements that must be included in each client file as maintained by the Subrecipient. List of minimum file requirements that must be submitted to the City for its files.
• Appendix D HOME Program Rules	Final Rule at 24 CFR part 92 (http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf)

3.2 PRICING

Respondents must submit cost figures in the format outlined in the Section 4: Format and Content of Offer. All pricing must be provided separately for each option proposed. The City reserves the right to negotiate costs submitted.

4.0 INSTRUCTIONS

Please read and respond to all of this RFP in the format requested. RFPs submitted in a different format, or that do not contain all the requested information may be considered non-responsive. Vendors are to submit sealed proposals, one (1) original, marked as such and four (4) copies plus one (1) electronic version on CD or DVD. (PDF format preferred).

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall follow the outline as set forth below and, at a minimum, contain the information as requested. Respondents are encouraged to include additional relevant information. Each element in the response should be cross-referenced to this RFP as follows:

4.1 COVER PAGE AND TABLE OF CONTENTS

1. Title Page
 - Name of RFP: Administration of the City of Arlington Homebuyers' Assistance Program
 - RFP Number: 10-0077
 - Name of business or individual
 - Address, city, state, zip code
 - Telephone number
 - Fax number
 - Contact person
2. Include a clear identification of the material by section and by page number.

4.2 LETTER OF TRANSMITTAL

A letter of transmittal, on corporate letterhead, should be brief and include the following:

1. The RFP subject and RFP number
2. A statement that your firm has the fiscal capacity and an operational understanding to provide the required services
3. A statement acknowledging the receipt of all addenda to the RFP that have been issued by the City
4. A statement from the firm listing all clients, engagements or obligations which conflict, or potentially conflict in any manner, with the performance of the services called for under this RFP
5. A statement that the Proposal will remain in effect for 120 calendar days after the deadline for receipt of the proposal by the City
6. Signature of person authorized to contractually bind the company

4.3 EXECUTIVE SUMMARY

1. Provide a brief description of your organization, including year established.
2. Provide a brief history of your organization's experience providing the service requested.
3. Include a brief narrative highlighting the major points of the proposal.
4. Provide the business philosophy regarding operations and client relationships
5. Describe the size of the business in terms of annual revenues, number of employees, and number of clients served.

6. Describe the range of activities currently performed by the firm.
7. Describe other work performed for any other entitlement city or work performed that may be similar to the proposed administration of the Arlington Homebuyers' Assistance Program. References are requested in Section 4.7.

4.4 Personnel Information

1. Company's Authorized Agent: Person that has the ability to negotiate terms and pricing and legally bind the company

Name:	Title:
Address:	City:
	State:
	Zip:
Telephone No.:	Date:
Fax No.:	Email address:

2. Designated Principal

Name:	Title:
Address:	City:
	State:
	Zip:
Telephone No.:	Date:
Fax No.:	Email address:

4.5 PROJECT APPROACH / SCHEDULE

Approach

In this section, the vendor is requested to provide details of its methodology and specific work steps for accomplishing the scope of the operational plan.

The vendor shall also address the specific challenges and opportunities it foresees for this project.

- Submit a work plan that will accomplish the scope of services as defined in this Request for Proposals.
- Provide a detailed implementation plan.
- Provide documentation of experience with similar program(s), employee experience, qualifications, and credentials.

Schedule

Please provide an anticipated schedule for administering this program. The schedule should detail a timeline from the clients' application through the funding process, providing the amount of time and responsible person for each phase of the implementation plan.

The project team will work closely with the City staff throughout the year.

4.6 PROJECT TEAM

1. The firm should identify the principal supervisory and management staff, including engagement partners, managers, and other supervisors, who will be assigned to the engagement. The response should state the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis. The firm should provide resumes on staff assigned to the project, highlighting the pertinent experience in studies of similar scope and/or experience of each person, including information on relevant certifications, continuing professional education for the past three (3) years, and membership in professional organizations relevant to the performance of this project. The individual identified as the program manager in the response must remain the program manager for the duration of the project. The core professional staff assigned must remain for the duration of the project, and the response should also indicate how the quality of other staff will be assured over the term of the agreement. The response should also indicate the percent of time key staff would be assigned to the project.

Subrecipient staff performing loan underwriting duties must be, as required by federal regulations, certified as a loan originator / underwriting as specified at 24 CFR part 30 and part 3400 the SAFE Mortgage Licensing Act. If Subrecipient proposes to provide peripheral client services, homebuyer education and counseling must be HUD-approved. Documentation of HUD approval must be submitted with proposal with a copy of the Subrecipient's homebuyer counseling work plan.

2. If applicable, the response should identify any sub-consultant firms and the percent of the effort assigned to the subcontractor. The response shall provide information on all subcontractors proposed as part of this contract including:
 - a. Company history
 - b. Qualifications, credentials, and experience
 - c. Proposed staffing for this project
 - d. Alliance relationship and length of relationship
 - e. Clients where you have done work together and descriptions of the specific projects

The Subrecipient must include a statement certifying that the sub-consultant firm(s) does not have prior or ongoing engagements that would constitute a conflict of interest. All sub-consultant firms must provide proof of insurance as specified in this RFP.

4.7 CLIENT REFERENCES

1. Please provide at least three references for work performed in the last five (5) years that is similar to the scope of work described in this RFP, including references from the both governmental and private sector engagements. The response must list the current name, email address and telephone number of the principal client contact. In addition

to the references, any similar projects in the North Central Texas area must be listed and a contact's name, current email address and phone number must be provided.

2. Other documentation supporting the consultant's relevant experience.

4.8 COST PROPOSAL

The vendor should propose a fixed fee cost proposal, inclusive of all expenses. The vendor's cost quotations must be itemized. Vendors should carefully review all cost data for accuracy and completeness prior to submission.

The Cost Proposal must be accompanied by your firm's proposed payment schedule. This proposed schedule will be negotiated with the selected firm(s) and will incorporate the City's requirements.

4.9 RECOMMENDATIONS/EXCEPTIONS

If your company takes exception to the services and/or terms and conditions within this RFP, please state your specific objection with your offer. Comments regarding clarifications or exceptions to the RFP specifications should be explained fully and in detail. Failure to do so may be grounds to rule proposal as non-responsive. The City of Arlington seeks a balanced and thoughtful approach, and invites comments or recommendations on the scope of services. Any services proposed, outside the scope of services, should be listed and priced separately.

4.10 REQUIRED FORMS

Include in this section the completed and properly executed standard forms required by this procurement. These include:

- Request for Proposal Form (Cover Page of RFP)
- Firm's Questionnaire
- Signed Addenda (if applicable)
- M/WBE Participation Form (if applicable)
- No Proposal Form (if applicable)
- Certification of Independence and No Conflict of Interest
- AHAP Contract Provisions

4.11 AUDITED FINANCIAL STATEMENTS

The vendor should include audited financial statements for the past two years.

4.12 ADDITIONAL DATA

Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section.

If there is not additional information to present, state "There is no additional information we wish to present."

5.0 INTRODUCTION

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to the City. Discussions may be conducted with respondents determined to be reasonably qualified, and the City reserves the right to reject any and all proposals. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City of Arlington to contract for the proposed project. The City will negotiate a contract with the highest evaluated respondent, as determined by the selection committee. The City of Arlington shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer.

5.1 EVALUATION OVERVIEW

The City plans to award this contract to the Respondent offering the response that best meets the needs of the City. Each proposal will be evaluated using an analysis of the information presented, based upon the following elements of the proposals. The combined score of all evaluators will be used to determine the ranking of each proposal. Award of Agreement will be made in the best interest of the City.

5.2 EVALUATION CRITERIA

The City will evaluate each proposal based on:

Maximum Possible Points	Evaluation Criteria
30	Respondent's methodology, technical ability, and approach to meeting the needs and requirements as noted in the RFP.
30	Personnel qualifications/credentials
30	Respondent's experience in conducting this type of service and demonstrated results.
10	Reasonableness of fees for service.

Other Considerations

The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any.

The City will also consider the impact on the ability of the City to comply with rules, policies, and practices relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities. The City further reserves the right to consider a Firm's background, personnel, experience, financial and other references, exceptions to this RFP or subsequent contract, and any working relationships, past or present, a proposer may have with its other clients.

**CITY OF ARLINGTON
PROPOSING FIRM'S QUESTIONNAIRE**

1. Proposing Firm Corporate Name
2. Type of organization (corporation, joint venture, partnership, individual):
3. History – Year established
4. State the length of time you have been in that business under your present name
5. Size in terms of annual revenue, number of employees and number of clients
6. Describe the nature of your current business, business philosophy regarding operations and client relationships
7. A brief description of the company, other lines of business that the company is directly or indirectly affiliated with, and a list of related companies
8. Have you ever failed to complete any contract awarded to you? If so, where and why?
9. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, and the reason:
10. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If so, state name of individual, other organization, and the reason.
11. Information on the circumstances and status of any disciplinary action taken or pending against the firm, or its officers, during the past three (3) years with any regulatory bodies or professional organizations.
12. With what individuals or entities has the supervising principal been associated with, as partner or otherwise, during the last seven (7) years? Attach additional sheets as necessary.
13. Have you, your partners, members, joint venturers, Parent Corporation, or subsidiaries been a party to any applicable lawsuits, including any current investigations, indictments, or pending litigation, within the last seven (7) years? If so, list these lawsuits. Attach additional sheets as necessary.
14. List any and all actions occurring within the last seven (7) years which have resulted in revocation or suspension of any permit or authority to do business in any federal, state or local jurisdiction, recorded by Proposer, any officer or director thereof or any affiliate or related company.
15. List any and all actions occurring in the last seven (7) years that have resulted in the barring from public bidding recorded by Proposer, supervising principal, any officer or director thereof or any affiliate or related company.
16. List any bankruptcy proceedings in the last seven (7) years recorded by Proposing firm, Parent Corporation, or any affiliate or related company.
17. The firm shall also disclose any anticipated mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal.

The undersigned, as Proposer, by his/her signature represents that he/she is authorized to bind the Proposer for the amount(s) shown on the accompanying cost and compensation forms and hereby certifies full compliance with the terms and conditions, specifications and special provisions of the **Request for Proposals 10-0077** and hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons proposing on the same Agreement; that Proposer has carefully read and examined the entire document including all appendices and understands all the same and that the Proposer or representative has made such personal investigation as is necessary to determine the character and requirements attending the execution of the proposed services as described in this **RFP 10-0077**.

The Proposer acknowledges that Proposer has not received or relied upon any representations or warranties of any nature whatsoever from the City of Arlington, its agents or employees, as to any conditions to be encountered in accomplishing the work specified in **RFP 10-0077** and that this Proposal is based solely upon the Proposer's own independent business judgment.

The Proposer recognizes that Proposer will not be entitled to any additional compensation by reason of conditions being different from those anticipated, or by reason of failing to be fully acquainted with the facilities, and the conditions and the work now in place or on account of interference by the City's activities which affect the proposed work.

The undersigned hereby proposes and agrees that if this Proposal is accepted for award of an Agreement, Proposer will contract with the City and do all the work required to perform the services herein specified in complete conformity with **RFP 10-0077**, at the prices and for the calendar periods listed in the Proposal.

The undersigned also agrees that if the foregoing Proposal shall be selected by the City, Proposer will meet with the City within such time as the City shall designate, to negotiate the final points of the Agreement. The undersigned agrees that if awarded the Agreement, Proposer will start work on such date as the City and Proposer shall agree.

In submitting this Proposal, it is understood that the right is reserved by the City to reject any or all Proposals, to award the Agreement for the work proposed by the Proposer to other than the low-cost Proposer, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the City.

The undersigned acknowledges receipt of addenda to **RFP 10-0077** and has indicated the date such addenda were received below.

RFP Addenda Acknowledgement:

No. 1 Date Received	No. 2 Date Received
No. 3 Date Received	

The undersigned swears to the truth and accuracy of all statements and answers contained within this response to the City of Arlington's RFP# 10-0077.

Signature

Name and Title

Company Name

Date

FOR MINORITY AND/OR WOMAN OWNED

BUSINESS ENTERPRISES

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, this form, along with a copy of your certification, must be returned to the City of Arlington Purchasing Division. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

INDICATE ALL THAT APPLY

_____ Minority Owned Business Enterprise

_____ Woman Owned Business Enterprise

MINORITY STATUS: Has this firm been certified as a minority, women or disadvantaged business enterprise by any governmental agency?

____ Yes No ____ if yes, please specify government agency:

Date of certification: _____

The above information is for information only. The City of Arlington encourages minority business participation; however no preferences shall be given.

**City of Arlington
HOME Investment Partnerships Program
Contract Provisions**

This City of Arlington HOME Investment Partnerships Program projects are funded by the U.S. Department of Housing and Urban Development. Since federal funding is involved, all bids and contracts must include certifications that the following provisions will be complied with. Please read the attached the HOME Investment Partnerships Program Contract Provisions, and certify by checking each box below:

- ☐ 1. Federal Equal Opportunity and Non-Discrimination Provisions
- ☐ 2. Copeland Anti-Kickback Act
- ☐ 3. Rights to Inventions Made Under a Contract or Agreement
- ☐ 4. Compliance with Clean Air and Water Acts
- ☐ 5. Byrd Anti-Lobbying Amendment
- ☐ 6. Debarment and Suspension
- ☐ 7. Drug-Free Workplace Requirements
- ☐ 8. Sec. 3, 12 USC, HUD Act of 1968

In addition to the above-mentioned provisions, I also agree to the following:

- ☐ Provide access to the City of Arlington, HUD, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Subrecipient which are directly pertinent to that specific contract for purposes of making audit, examination, excerpts and transcriptions. Retention of these records is required for three years following final payment.
- ☐ The Subrecipient shall submit evidence of: a) general liability insurance covering the funded activity; and b) bonding of all officials who are responsible for financial transactions relating to this project.

By placing an X in each box above, I am acknowledging that I have received and I agree to comply with the provisions included in the attached and above listed documents.

Name and Title of Signer (Please Print or Type)

Signature

Date

COA HOME Investment Partnerships Program Contact Person:
Julie Hostak, Grants Coordinator
817-459-6272
Julie.Hostak@arlingtontx.gov

HOME Investment Partnerships Program Contract Provisions

Directive Number: M04-MC480212

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity- All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)- All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. Rights to Inventions Made Under a Contract or Agreement- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

4. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. Debarment and Suspension (E.O.s 12549 and 12689)- No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, subrecipients, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. No contract shall be made to parties listed on the Texas Comptroller of Public Accounts "Debarred Vendor List." Contractors and subrecipients with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

7. Drug-Free Workplace Requirements- The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR Part 24, subpart F.

8. Section 3 of the HUD Act of 1968 (12 USC 1701u)- The Section 3 of the HUD Act of 1968 requires that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

9. Affirmative Marketing (24 CFR 92.351)- Subrecipient must have in place an affirmative marketing plan which consists of actions to provide information and otherwise attract eligible persons in the housing market area to the Arlington Homebuyers' Assistance Program without regard to race, color, national origin, sex, religion, familial status or disability.

10. Lead-based Paint (42 U.S.C. 4821-4846 and 42 U.S.C. 4851-4856)- Subrecipient must ensure that any housing assisted with federal funding adheres to the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, J, K, M, and R.

11. Consultant Activities (24 CFR 92.358)- No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for services paid with HOME funds. In no event shall compensation exceed the limits in effect under the provisions of any applicable statute (e.g., Level IV of the Executive Schedule). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

12. Uniform Administrative Requirements- Non-profit organizations shall adhere to the requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 which apply to subrecipients receiving HOME funds that are non-profit organizations that are not governmental subrecipients: §§ 84.2, 84.5, 84.13-84.16, 84.21-84.22, 84.26-84.28, 84.30-84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the City of Arlington's **Request for Proposal 10-0077**, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other Vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Vendor.
4. No attempt has been made or will be made by the undersigned to induce any other Vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The respondent's proposal is based solely on its own understanding of the requirements of the RFQ based on the written contents of the RFQ, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing agent.
7. The respondent acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFQ or included by written addenda or written clarifications during the procurement process and issued by the purchasing agent.

The respondent shall guarantee in writing the availability of the services offered and that all proposal terms, including cost, will remain firm a minimum of **120** days following the deadline for submitting proposals.

Signature

Name and Title

Company Name

Date

REFERENCE FORM FOR VENDOR USE

Firm/Agency Name:			
Address:			
City:		State:	Zip Code:
Contact Person Name:		Title:	
Is the Contact Person named above familiar the day-to-day interaction between the client and the Respondent? ☐ Yes ☐ No			
Has the Contact Person named above agreed to serve as a reference specifically for this RFP? ☐ Yes ☐ No			
Telephone No.:		Fax No.:	
Email:			
Term of Contract: From:		To:	
	Contract Year: (Give information on the most recent full contract years. Do not use partial years.)		
	Year:	\$	\$
	Year:	\$	\$
	Year:	\$	\$
Summary of Guarantee Provisions in Contract, if any.			

NO PROPOSAL FORM

RFP: 10-0077

If your firm has chosen not to submit a proposal, please complete this form and submit to:

**City of Arlington Purchasing Division
PO Box 90231 MS: 63-0810
Arlington, TX 76004-3231**

Please check the items that apply:

- ☐ Do not have the expertise required
- ☐ Cannot be competitive
- ☐ Cannot meet the specifications highlighted in the attached proposal
- ☐ Cannot provide insurance required
- ☐ Cannot provide bonding required
- ☐ Cannot comply with indemnification requirements
- ☐ Job too large
- ☐ Job too small
- ☐ Do not wish to do business with the City
- ☐ Other reason (list below):

Company Name: _____

**Authorized Officer or
Agent Signature:** _____

Telephone Number: (____) _____

FAX Number: (____) _____

**CITY OF ARLINGTON
STANDARD TERMS AND CONDITIONS**

- 1. APPLICABLE LAW** - This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.
- 2. INDEPENDENT VENDOR** - Vendor shall operate hereunder as an independent Vendor and not as an officer, agent, servant or employee of City. Vendor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors, sub-vendors and consultants.
- 3. ASSIGNMENT** - The Vendor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
- 4. CONFLICT OF INTEREST** - The Vendor covenants and agrees that Vendor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
- 5. SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6. MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
- 7. REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

8. **M/WBE** – As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified vendors, sub-vendors and suppliers where at least fifty-one percent (51%) of the ownership of such Vendor, sub-Vendor or supplier is vested in racial or ethnic minorities or women. In the selection of sub-vendors, the Vendor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
9. **PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
10. **TAXES** - The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.
11. **FUNDING** – Vendor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.
12. **F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Vendor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.
13. **VENDOR TO PACKAGE GOODS** - Vendor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Vendor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
14. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."
15. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

- 16. FORCE MAJEURE** - Vendor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Vendor is unable to perform any of its obligations as a result of force majeure, Vendor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.
- 17. RIGHT OF INSPECTION** - City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to Vendor of any goods rejected as being nonconforming under the specifications.
- 18. RIGHT TO AUDIT** - Vendor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Vendor involving transactions relating to this Contract. Vendor agrees that the City shall have access, during normal working hours, to all necessary Vendor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Vendor reasonable advance notice of intended audits.
- 19. PRICE WARRANTY** - The price to be paid by the City shall be that contained in Vendor's bid, which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Vendor for breach or for Vendor's actual expense.
- 20. WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Vendor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Vendor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Vendor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Vendor fails to perform the work in accordance with the contract documents, or if Vendor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Vendor, correct and remedy any such deficiency.
- 21. NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

22. **SAMPLES** - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
23. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
24. **INDEMNIFICATION** - Vendor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Vendor, its officers, agents, employees, sub-vendors, invitees, or other persons for whom the Vendor is legally liable, arising out of or in connection with the performance of this contract, and Vendor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Vendor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Vendor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

25. **NON-DISCRIMINATION** - Vendor shall not discriminate against any employee or applicant for employment of Vendor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Vendor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

- 26. DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Vendor warrants that it and any and all of its sub-vendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Vendor or any of its sub-vendors. **Vendor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or sub-vendors against City arising out of Vendor's and/or its sub-Vendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
- 27. TERMINATION FOR DEFAULT** - The City of Arlington reserves the right to terminate the contract without prior notice in the event the Vendor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Vendor hereunder, Vendor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 120 days following the award of this bid.
- 28. TERMINATION WITHOUT CAUSE** - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Vendor will assist in the transition, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 29. NO THIRD-PARTY BENEFICIARY** - For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Vendor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Vendor.
- 30. ENTIRE AGREEMENT** - This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
- 31. HEADINGS** - The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

INSURANCE REQUIREMENTS

The successful bidder shall submit evidence of required insurance on an original Accord certificate not later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next responsible bidder. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.

1. **Commercial General Liability:** \$500,000.00 per occurrence, \$500,000.00 products/completed operations and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverage's removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.
4. **Professional Liability:** covering all services, including the acts and omissions of the Medical Professional, to be provided under this Contract in the amount of \$1,000,000.00 per occurrence with a minimum \$1,000,000.00 annual aggregate shall be maintained at all times during the term of the Contract.
 - a. If coverage is provided on a "claims made" basis, extended period or "tail" coverage shall be provided for a minimum of one year after the expiration date of the Contract.
 - b. Coverage may be provided through a surplus lines insurance company duly authorized by the Texas State Board of Insurance.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured on all applicable policies and each policy shall be endorsed with a waiver of subrogation in favor of the City. Required endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. Copies of endorsements shall be provided concurrent with all certificates of insurance.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause

shall be forwarded to:

Finance Department/Purchasing Division – RFP No. 10-0077

Mail Stop 63-0810

City of Arlington

P. O. Box 90231

Arlington, Texas 76004-3231

6. Workers' Compensation Insurance Coverage
 - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the Vendor's/person's work on the project has been completed and accepted by the governmental entity.
7. Persons providing services on the project ("sub-Vendor" in Section 406.096) - Includes all persons or entities performing all or part of the services the Vendor has undertaken to perform on the project, regardless of whether that person contracted directly with the Vendor and regardless of whether that person has employees. This includes, without limitation, independent vendors, sub-vendors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage Vendors, office supply deliveries and delivery of portable toilets.
8. The Vendor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Vendor providing services on the project, for the duration of the project.
9. The Vendor must provide a certificate of coverage to the City prior to beginning work on the contract.
10. If the coverage period shown on the Vendor's current certificate of coverage ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
11. The Vendor shall obtain from each person providing services on a project, and provide to the City:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the Vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- c. The Vendor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- d. The Vendor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- e. The Vendor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- f. The Vendor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the Vendor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the Vendor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 12. By signing this contract or providing or causing to be provided a certificate of coverage, the Vendor is representing to the City that all employees of the Vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

13. The Vendor's failure to comply with any of these provisions is a breach of contract by the Vendor which entitles the City to declare the contract void if the Vendor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

**CITY OF ARLINGTON
BID AND PROPOSAL PROTEST PROCEDURES**

1. Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a protest. Only written protests may be considered. The protest may not be in regards to specific evaluation criteria or weights.
2. The protest must be in writing and delivered to the Purchasing Manager of the City of Arlington. The protest may be delivered in person to the department offices located at **101 S. Mesquite St, Ste 800, Arlington, Texas**, or by certified mail, return receipt requested, to the following address:

City of Arlington Financial Services/Purchasing Division
P.O. Box 90231
Mail Stop 63-0810
Arlington, Texas 76004-3231
3. The Purchasing Division must receive the written protest **within five (5) business days after** the posting of the City staff's award recommendation being submitted to the City Council for approval.
4. The written protest must include the following information before it may be considered by the city:
 - (a) name, mailing address, and business phone number of the protesting party;
 - (b) identification of the bid or proposal being protested;
 - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
 - (d) any documentation or other evidence supporting the protest.
5. All applicable documentation and other information applying to the protest must be submitted to the Purchasing Manager at the time of protest.
6. The Purchasing Division, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager or designee.
7. If the Purchasing Division is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager or designee.
8. A request for the City Manager's review must be in writing and received by the Purchasing Division **within three (3) business days** from the date the Purchasing Division notifies the protesting party that the protest can not be resolved. The request for City Manager review must be delivered in person to the Purchasing Division at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
9. If a protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.

MINIMUM AHAP FILE REQUIREMENTS
(Based on Exhibit 7-5)

- 1** AHAP Application
- 2** Income Determination
 - Client self-certification
 - Summary of Gross Household Income
- 3** Back up to income Determination
 - Verification of Earnings (VOE)
 - Pay stubs
 - Social Security payments
 - Disability Payments
 - Checking Acct Statements
 - Savings Acct Statements
 - Tax Returns & W-2s
 - Asset verification (retirement accounts, CDs, etc.)
 - Statements of no-income
 - Acknowledgement/Verification of Gifts
 - Child support verification
 - Spousal support verification
- 4** AHAP Loan Documents
 - Promissory Note
 - Deed of Trust
 - Errors & Omissions
- 5** Warranty Deed
- 6** Title Insurance
- 7** Appraisal
- 8** Final HUD-1
- 9** AHAP Inspection
- 10** Insurance coverage documentation and annual updates
- 11** AHAP Set-up/Completion Forms
- 12** Environmental Review
- 13** Lead-based Paint documents
 - AHAP Lead-based Paint Acknowledgement (home buyer)
 - Acknowledgement for Receipt of Lead-based Paint brochures
 - Disclosure for for Target Housing Sales - Information on Lead-based Paint and/or Lead-based Paint Hazards
 - Lead Safe Housing Requirements Screening Worksheet
- 14** Mortgage Limit
- 15** Subsidy Analysis (as needed)
- 16** Client Evaluation
- 17** Primary Residency Updates
- 18** Determination of Maximum HOME Program subsidy

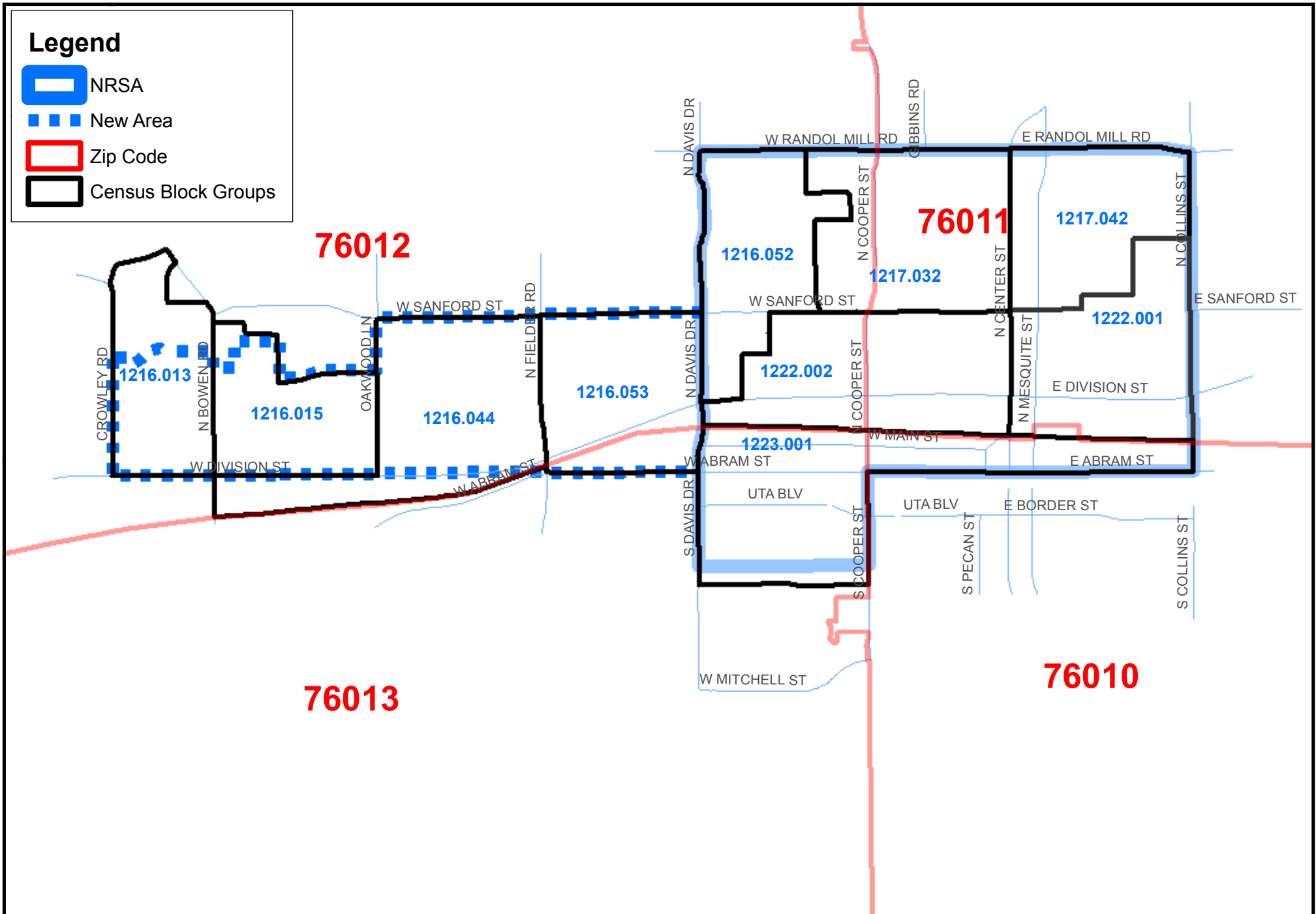
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- 4** AHAP Loan Documents
 - Promissory Note
 - Deed of Trust
 - Errors & Omissions
- 5** Warranty Deed
- 6** First Mortgage Lender Commitment
- 7** First Mortgage Lender Deed of Trust
- 8** First Mortgage Lender Promissory Note
- 9** Copy of Sales Contract
- 10** Title Insurance
- 11** Appraisal
- 12** Final HUD-1
- 13** AHAP Inspection
- 14** Insurance coverage documentation
- 15** AHAP Set-up/Completion Forms
- 16** Environmental Review
- 17** Lead-based Paint documents
 - AHAP Lead-based Paint Acknowledgement (home buyer)
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- 19** Subsidy Analysis (as needed)
- 20** Client Evaluation
- 21** Determination of Maximum HOME Program subsidy

Legend

-  NRSA
-  New Area
-  Zip Code
-  Census Block Groups



DISCLAIMER: This data has been compiled by The City of Arlington using various official and unofficial sources. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied.





ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM (AHAP)

MINIMUM HOUSING STANDARDS

City of Arlington, Texas Community Development and Planning Department

These minimum standards have been developed for use with the City of Arlington's Arlington Homebuyers' Assistance Program. The property inspection reports reflect the property's adherence to these standards on the date of the inspection. Where, in a specific case, different sections of these standards specify different requirements, the more restrictive shall govern unless approved by the Assistant Director of Community Development and Planning or his/her designee. Nothing in these standards shall be construed to cancel, modify or set aside any provision of codes required at the time of construction or when any repairs, additions or alterations were made to a structure.

I. MINIMUM BASIC EQUIPMENT AND FACILITIES

A. Kitchens - Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:

1. Kitchen Sink: It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance.
2. Stove: It shall contain a stove (gas or electric), properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
3. Refrigerator: It shall contain a refrigerator, properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
4. In properties being acquired for homeownership, if the purchasers will be furnishing their own appliances, there shall be sufficient space and all required electrical and gas hookups, properly installed to facilitate the use of said appliances.

B. Toilet room - Every dwelling unit, shall contain a room, which is equipped with a flush water closet and a properly installed lavatory. All lavatories shall be properly connected to both hot and cold running water, under pressure, and shall be properly maintained in working order.

All flush water closets shall be properly connected to the water supply, under pressure, have an approved anti-siphon valve assembly, and shall be maintained in working order.

C. Bath - Every dwelling unit shall contain a bathtub and/or shower. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance. Said bathtub and/or shower may be in the same room as the flush water closet and lavatory or said bathtub and/or shower may be in a separate room. In all cases, these facilities shall be properly connected to both hot and cold running water lines, under pressure, and shall be maintained in working order.

D. Privacy in room containing toilet and bath tub - Every toilet and every bath shall be contained in a room or within separate rooms which affords privacy to a person within said room or rooms. Toilets and bathrooms shall have doors with a privacy-type lock and such doors, lock and hardware shall be operable and maintained in working order.

E. Hot and cold water lines to bath and kitchen - Every dwelling shall have supplied water-heating facilities which are properly installed and maintained in working condition, free of leaks and properly connected to required hot water lines capable of heating water to be drawn for every bath as well as general usage.

Hot water storage associated with water heating facilities shall be not less than the following minimum capacities: one dwelling unit - 30 gallons.

No water heaters shall be allowed in bathrooms or closets other than for the specific purpose of housing the water heater. All water heaters shall be properly vented and sealed and shall be equipped with a properly installed pressure temperature relief (TPR) valve and a properly installed TPR discharge line.

F. Connection of sanitary facilities to water and sewer-septic system - Every kitchen sink, toilet, lavatory basin and bathtub and/or shower and other plumbing fixtures shall be maintained in working condition and be properly connected to an approved water, and sewer or septic system.

G. Exits - Every exit from every dwelling unit shall comply with the following requirements:

1. Exits shall be kept in a state of maintenance and repair.
2. Exits shall be unobstructed at all times.
3. All stairways and steps of two or more risers shall have at least one handrail, and all stairways and steps which are five feet or more in width, or which are open on both sides, shall have a handrail on each side.
4. Every dwelling unit shall have two independent means of egress.
5. All handrails shall be not less than 30 inches vertically above the nose of the stair treads and not less than 36 inches above the stairway platform.
6. All balconies and platforms which are 30 inches or more above grade shall have a protective railing not less than 36 inches in height above the balcony or platform level.
7. All stairs and steps shall have a rise height of not more than eight inches and a tread width of not less than nine inches. This requirement may be waived, if requested in writing and approved by the Assistant Director of Community Services or his/her designee, if in an existing structure it would be impossible or cost-prohibitive to meet this requirement. In such cases, new stairs could be installed which have the same rise and run as the old stairs.

- H. Smoke detectors** - All residential structures shall have U. L. approved hard wired smoke detectors or battery operated smoke detectors, in operable condition, properly installed in all bedrooms and in hallways adjacent to bedrooms. All smoke detectors shall be replaced if the date of the manufacturer's useful life has expired or is not indicated.

II. MINIMUM STANDARDS FOR LIGHT, VENTILATION AND HEATING

- A. Required window area** - Every habitable room, provided such rooms are adequately lighted, shall have at least one open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:

1. 1/12 of the floor area if two or more separate windows exist, or;
2. 1/10 of the floor area if only one window exists;
3. A minimum of 12 square feet of window area is required in habitable rooms other than kitchens and baths.
4. A kitchen may pass without a window area, provided, there is a mechanical means of ventilation which is maintained in working order.
5. Every dwelling unit shall have access directly to the outside. Every sleeping room shall have at least one (1) operable window or exterior door approved for emergency egress or rescue. The windows shall be operable from the inside to provide a clear opening without the use of separate tools or key.
6. All egress windows from sleeping rooms shall have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height dimension shall be twenty-four inches (24"). The minimum net clear opening width dimension shall be twenty inches (20"). Where windows are provided as a means of egress or rescue, they shall have a finished sill height not more than forty-four inches (44"). Pre-existing windows that do not meet these requirements but met applicable code at the time the structure was built or window installed are exempt from this requirement.

Whenever the only window in a room is a skylight type window at the top of the room, the total window area of such skylight shall be equal to at least 15 percent of the total floor area of such room. Skylight type windows, if less than 15 percent of the total floor area, shall be increased to 15 percent of the total floor area unless another window is to be installed which will provide adequate light and ventilation.

- B. Adequate ventilation required** - Every habitable room shall have at least one window or skylight which can easily be opened, or other such device that as will ventilate the room. The total openable window area, in every habitable room, shall be equal to at least 50 percent of the minimum window area size as required above, except where there is supplied some other device affording ventilation.

- C. Electric outlets and service required** - Where there is suitable electricity available from supply lines which are not more than 300 feet away from a dwelling, all existing dwellings shall be supplied with electrical services.

1. Every habitable room within such dwelling shall contain at minimum, two separate and remote wall type electric convenience outlets. Habitable rooms over 120 square feet, shall contain, at a minimum, three separate and remote wall type electric convenience outlets. All newly installed outlets shall be of the grounded type. Temporary wiring or extension cords shall not be used as permanent wiring.

2. Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type electric convenience outlet controlled by a remote switch.
 3. Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch. Every bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one electric convenience outlet. Wall type convenience outlets used in bathrooms that are within six feet of a water source shall be GFCI protected.
 4. Every kitchen shall be wired to meet the requirements of the N.E.C. at the time of original construction, based on the size and layout of each individual kitchen; however, electric outlets within six feet of a water source shall be GFCI protected.
 5. All heavy duty appliances, i.e., window air conditioners, freezers, refrigerators, electric stove, washers, electric dryers, microwaves, etc., shall be supplied with a properly installed outlet(s) on a separate circuit, as applicable.
 6. Receptacle convenience outlets installed on the exterior of the structure or on open porches, breezeways, garages, utility rooms, etc. shall be of an approved type and be GFCI protected.
 7. A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.
 8. All broken and or missing switch plates and/or receptacle plates shall be replaced.
 9. All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.
 10. If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.
 11. All electric panel boxes shall be properly labeled.
 12. The minimum electrical service for each dwelling shall be 100 amps, or as adjusted and approved in writing by the Assistant Director of Community Development and Planning or his/her designee.
- D. Heating facilities** - All heating facilities shall be properly installed, be maintained in working condition and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees F (21 degrees C) at a distance three feet above the floor. Every supplied central heating system shall comply with all of the following requirements:
1. The central heating unit shall be safe and in good working condition.
 2. Every heat duct, steam pipe, and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
 3. Every seal between any of the section of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts.
 4. All fuel burning heating systems shall be inspected to determine if the unit is safe and capable of supplying heat as required above.

5. Each dwelling and/or dwelling unit shall be equipped with an approved heating system/appliance capable of meeting the requirements of Section D.
 6. Unapproved heating systems/appliances are not allowed, i.e. unvented, fuel burning space heaters.
- E. Screens required** - Every window opening to outdoor space, which is used or intended to be used for ventilation, shall be supplied with screens covering the entire window areas required for ventilation. The material used for all such screens shall be not less than 16 meshes per inch and shall be properly installed, maintained, and repaired to prevent the entrance of flies, mosquitoes or other insects. Half screens on windows may be allowed, provided, they are properly installed and are bug and insect tight.

III. MINIMUM STANDARDS FOR MAINTENANCE

- A. Maintenance of foundations, exterior walls, roofs, soffits, and fascia** - Every foundation, exterior wall, roof, soffit, fascia and all component parts shall be weather tight, watertight, rodent proof, and insect-proof and shall be kept in a state of maintenance and repair.
1. All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coatings i.e., stain, in accordance with acceptable standards. The exception to painting shall be all types of exterior materials acceptable to weathering without deterioration, i.e., siding. All siding material shall be kept in a state of maintenance and repair.
 2. In units constructed on or before 1978, treatment of all applicable surfaces, (interior and exterior) will be in full compliance with the Lead Base Paint regulations, as found at 24CFR Part 35, including all future amendments as published by HUD.
- B. Maintenance of interior walls, floors, ceilings, doors, and windows** - Every interior partition, wall, floor, ceiling, door, window, and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition. All interior doors shall be capable of affording the privacy for which they were intended.
- C. Rainwater drainage from roof** - All rainwater shall be so drained and conveyed from every roof so as not to cause dampness/damage to interior portions of walls, ceilings, or floors of any habitable rooms, bathroom, toilet room, laundry room, or any other type of room therein. If present, all rainwater draining devices such as gutters and downspouts shall be kept in a good state of maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.
- D. Maintenance of windows and exterior doors** - Every front, rear, and side door shall be not less than two feet four inches in width and not less than six feet six inches in height, except where larger doors and doorways are required to accommodate handicapped access. In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirements may be waived. Request for waiver must be made in writing and must receive the approval of the Assistant Director of Community Services or his/her designee. In addition, the following requirements shall be met.

1. All exterior doors to the outside shall be equipped with adequate security locks. All windows accessible from ground level without the aid of mechanical devices shall have a security device-lock. The security device lock shall not require special knowledge or a key to operate.
 2. Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.
 3. Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.
 4. Every exterior and interior door, when closed, shall fit well within its frame.
 5. Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.
 6. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.
- E. Maintenance of stairways and porches** - Every interior and exterior stairway, every porch and every appurtenance thereto shall be so constructed to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and, shall be kept in sound condition and in a state of maintenance and repair, including compliance with the Lead-Based Paint Regulations, if applicable.
- F. Maintenance of supplied plumbing fixtures** - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.
- G. Maintenance of bathroom, toilet rooms, kitchen, and utility room floors** - Every bathroom, toilet room, kitchen, and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- H. All equipment, systems, devices, and safeguards** required by these minimum standards shall be maintained in good working order.

IV. MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS

- A. Minimum ceiling height** - No habitable room in a dwelling or dwelling unit shall have a ceiling height of less than seven feet six inches. At least half of the floor area of every habitable room located above the first floor shall have a ceiling height of seven feet six inches, and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room or for the purpose of determining maximum floor area.

A ceiling height of a minimum of seven feet is acceptable in bathrooms, toilets rooms, hallways, utility rooms, and kitchens.

All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of seven feet.

- B. Maintenance of sleeping, bath, and toilet rooms** - No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangement that access to a bathroom or toilet room intended for use by the occupants can be had only by going through another sleeping room or bathroom or toilet room.
- C. Occupants to have access to sanitary facilities** - Every occupant of every dwelling unit shall have unrestricted access to a toilet, to a bath, and to a kitchen sink and lavatory basin located within that dwelling unit.
- D. Minimum storage and counter areas** - Each dwelling unit shall have at least one closet with a minimum of six square feet of floor area and a minimum height of 6' located within the dwelling unit. Dwelling units with two or more bedrooms shall have a storage floor area of at least four square feet per bedroom. This storage requirement does not necessarily have to be located in the bedrooms. All kitchens shall have a minimum enclosed storage area of eight square feet with a minimum vertical clearance of 12 inches and a horizontal width of at least 12 inches. Each kitchen shall have a minimum of four square feet of counter area.
- E. Maintenance of dwelling structure** are maintained to prevent the dwelling unit from becoming a harborage for rodents, snakes, vermin, and insects.

V. MAINTENANCE OF NON-DWELLING STRUCTURES, FENCES, AND PREMISES

- A. Maintenance of non-dwelling structures** - Every foundation, wall, roof, window, door, hatchway, and every other entryway of every non-dwelling structure shall also be so maintained as to prevent the structure from becoming a harborage for rodents, snakes, vermin, and insects, and shall be kept in a state of maintenance and repair.
- B. Protection of exterior wood surfaces** - All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and from decay and rot by lead-free paint or other approved protective coatings. If units are constructed on or before 1978, treatment of all applicable surfaces shall be in full compliance with the Lead-Based Paint regulations as found at 24 CFR Part 35, including all future amendments as published by HUD.
- C. Maintenance of fences** - Every fence shall be kept in a state of maintenance and repair or shall be removed (unless required by local code). Replacement is optional. If a fence is to be removed and replaced installation shall be in conformance with all local requirements.
- D. Grading and drainage of premises** - Every premises shall be graded and maintained so no stagnant water will accumulate or stand on the premises, or within or around any building or structure located on the premises. Ground areas around buildings shall be sloped away from walls to eliminate low areas where standing water may collect.
- E. Maintenance of retaining walls, sidewalks, driveways, and patios** - All retaining walls shall be kept in a state of maintenance and repair. All sidewalks, service walls, driveways, and patios shall be kept in a state of maintenance and repair, free from obstruction, defects, uneven joints, tripping hazards, etc.
- F. Maintenance of property** - All areas and all parts of the premises upon which any dwelling or dwelling units are located, and all areas adjacent thereto and a part of the premises, shall be maintained and kept in a clean and sanitary condition. This shall include, but not be limited to, the cutting of grass-weeds; removal of dead trees and

brush, removal of abandoned and junked automobiles, automobile bodies, chassis and parts, trailer, removal of inoperable machines and appliances, lumber pile, and building materials not being used in actual construction, tin cans, broken glass, broken furniture, boxes, crates and other debris, rubbish, junk and garbage.

- G. Water supply, connection to water main** - Every owner of a dwelling unit situated on property which abuts any street or alley in which a water main is laid, shall cause the water service system of his dwelling to be connected to such main.
- H. Abandoned wells and cisterns** - Every owner of a dwelling which contains an abandoned well or cistern on the premises shall close and fill them in a proper manner.
- I. All accessory structures** shall be maintained structurally sound and in good repair.

- END -



Arlington Homebuyers' Assistance Program (AHAP)

Program Policy 2010



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INTRODUCTION

The Arlington Homebuyers' Assistance Program (AHAP) provides down payment and closing cost assistance to low-income homebuyers. Assistance is provided in the form of a 0% loan, forgivable over an affordability period established according to 24 CFR 92.254. The homeowners are required to repay the loan only if they lease, sell, convey, refinance, use the property as a business or are no longer occupying the home as their primary residence during the affordability period.

This program is made available by the City of Arlington through the use of funding from the U.S. Department of Housing and Urban Development's HOME Investment Partnerships Program. The AHAP Program is administered by the City of Arlington Community Development and Planning Department. Select functions of this program may be carried out by a contractor for the City.

The following pages contain a detailed description of this program including stated policies governing the administration and operation of the AHAP program. For further information or clarification of the guidelines, contact the Community Development and Planning Department at 817/459-6258 or <http://www.arlingtontx.gov/planning/grants/homebuyers.html>.

City of Arlington
Community Development and Planning Department
Grants Management
817-459-6258
<http://www.arlingtontx.gov/planning/grants/homebuyers.html>

Arlington Homebuyers' Assistance Program

I. PURPOSE

This program is administered by the City of Arlington's Community Development and Planning Department. It is funded by the U.S. Department of Housing and Urban Development (HUD) through the HOME Investment Partnerships Program and is subject to funding availability. The City provides down payment and closing costs assistance for eligible households for the purchase of eligible properties. An income eligible homebuyer is defined as a buyer whose gross annual household income does not exceed 80% of the current area median income (AMI) for Arlington, Texas, as defined by HUD. Income eligibility is further discussed in Section II of this document.

The level of assistance is dependent upon the location of the property to be acquired and the composition of the household. See Section IV for additional information. The assistance will be provided as a forgivable 0% interest, second lien loan secured by the property. If all the terms and conditions are met, this lien will be released at the end of the affordability period. The affordability period will be based upon the amount of direct assistance to the homebuyer, and in compliance with HUD's regulations at 24 CFR Part 92.254 (a)(4).

II. ELIGIBILITY REQUIREMENTS

Eligible applicants must adhere to the following:

A. meet income eligibility requirements;

The anticipated annual gross household income from all sources may not exceed 80% of the applicable AMI for Arlington. Income eligibility is calculated based on the current gross annual household income projected for the next twelve (12) months using the definition of income found at 24 CFR Part 5 (Part 5 annual income).

B. provide at least \$1,000 towards the down payment and or closing costs;

C. complete a homeownership training class conducted by a HUD-approved counseling agency;

D. maintain the property as their principal residence and provide annual recertification of same for the full affordability period;

- E. qualify and secure a conventional first mortgage, VA, or FHA loan for the purchase of the home from a private lender;
- F. have less than \$15,000 in liquid assets (this limit includes funds from all sources, including gifts and personal funds provided for down payment and/or closing costs). The following will be considered liquid assets:
 - 1. cash
 - 2. savings accounts
 - 3. checking accounts
 - 4. certificates of deposit (CDs)
 - 5. money market accounts
 - 6. in trust for accounts (amounts accessible, if any)
 - 7. stocks, bonds, or mutual fund accounts not part of a retirement plan
 - 8. funds from gift letters
 - 9. amounts used or borrowed from IRA, 401(k), other retirement accounts, or a life insurance policy within the past six months
 - 10. expenses paid outside closing
- G. be a first time homebuyer as defined below, or be a person relocated from a federally declared disaster area. Only HOME funds can be used to assist persons in this category of eligibility.

Note: The buyer must be a first-time homebuyer. A first-time homebuyer is someone who:

- 1. has had no ownership in a principal residence during the three-year period ending on the date of purchase of the property;
- 2. is a single parent as defined in 24 CFR Part 92.2 who has only owned with a former spouse while married;
- 3. is an individual who is a displaced homemaker as defined in 24 CFR Part 92.2.

Since manufactured homes (mobile homes) are considered personal property in Texas, ownership of a manufactured home is excluded. Therefore, the City will not assist in the purchase of manufactured homes under this program.

III. ELIGIBLE PROPERTIES

- A. The property must be vacant and have been vacant for a minimum of ninety (90) days, occupied by the owner/seller of the property, or rented by the applicant. The property may not be renter occupied for the last three months unless the renter is purchasing the property.
- B. The property must be located within the Arlington city limits, meet the program's housing standards and pass an inspection for those adopted standards and applicable City codes. In the event the property does not meet or pass the initial AHAP

inspection, notification will be sent to the appropriate contact person with a list of required property repairs. After the repairs have been completed, an appointment must be scheduled with the inspector for re-inspection. To be eligible for participation in the program the property must pass the AHAP inspection. In the case of foreclosed properties (only those with no repair escrow will be eligible) that do not pass inspection, purchases can be approved provided the property is FHA insurable, the purchaser is willing and able to make needed repairs to the property after closing, the total cost of the repairs does not exceed \$1,500, and the purchaser is willing and able to escrow funds to complete the repairs listed on the inspection report. The applicant must also agree that the property will be re-inspected after the repairs are completed to ensure compliance with applicable property standards. Cost for re-inspection, if applicable, will be paid by the homeowner. Remedies for non-compliance with this provision include non-release of lien to facilitate the recovery of assistance provided.

- C. New homes are eligible; however, the property must be ready for occupancy. Funds will not be reserved for spec homes.
- D. If the property is located within a 100-year flood plain, a Flood Certification and flood insurance will be required.
- E. The maximum allowable value for a single family unit will be the current FHA 203 (b) limit, subject to change annually.
- F. Any variance from these eligibility requirements must be submitted in writing for consideration of approval to the Assistant Director of Community Development and Planning or his/her designee.

IV. LEVELS OF ASSISTANCE

- A. Base levels of assistance – Applicants who meet the eligibility requirements for purchase of qualified properties will receive assistance up to \$7,500 toward eligible costs related to down payment and closing costs.
- B. Applicants purchasing properties which are located within a City Council approved target area are eligible for assistance up to \$10,000.
- C. Applicants who are disabled and receiving SSI, or who have a disabled family member residing with them who is receiving SSI, are eligible for assistance up to \$10,000.

V. THE DEFERRED PAYMENT LOAN

The deferred payment loan amount is the total financial assistance (also referred to as the direct subsidy) that reduces the purchase price for the homebuyer below market or otherwise directly assists the homebuyer. The direct subsidy will also include the difference between the market price of the home being purchased (based upon the appraised value) and the sales price, if applicable. The loan will be secured by a second lien through a Subordinate Deed of Trust and a Promissory Note

- A. The Subordinate Deed of Trust will be recorded with the Tarrant County Clerk.
- B. The loans are 0% interest with an affordability period commensurate with the amount of HOME assistance provided. At the end of the affordability period, the lien is released. The loan will be forgiven at a rate of 1/X per month, with X = 12 multiplied by the number of years in the affordability period.
- C. The amount of the direct subsidy subject to recapture is limited. The recaptured amount is always limited to what is available out of “net proceeds.” Net proceeds is defined by the following formula: Net proceeds equals sales price minus non-HOME debt minus closing costs. If net proceeds are less than or equal to \$0, no recapture is made. If the amount of net proceeds is positive, the City will recapture the amount of direct subsidy provided and not yet forgiven based upon the provisions of Section B above.
- D. The City’s lien will be not less than a second lien. This lien can be amended or subordinated during the affordability period for the following reasons:
 - 1. release or addition of an individual on the existing obligation under the first lien due to change in marital status, or death of one of the individuals obligated under the original liens and notes;
 - 2. refinance of the first lien note provided the homeowner is not receiving cash back from the transaction. If cash back is needed where there are extenuating circumstances such as the homeowner needing to take equity out to pay for justifiable medical expenses, a written request must be submitted for approval to the Assistant Director of Community Development and Planning or his/her designee.

VI. FIRST MORTGAGE

The applicant must be able to qualify for a fixed rate loan amortized over 15-, 20- or 30 year period. FHA, VA, and conventional loans are eligible. Adjustable rate mortgages (ARMs), 2-1 Buy Downs, seller-financed transactions, and balloon mortgages are not acceptable. No un-occupying borrowers will be allowed. The maximum allowed interest rate from the primary lender is two percentage (2%) points above the current Fannie Mae market rate for the applicable amortization period.

VII. SUMMARY OF CLOSING COSTS AND RELATED EXPENSES

- A. The following fees or expenses are eligible to be paid for with AHAP funds:
 - 1. Lender fees, excluding all third party and title fees, not to exceed \$800;
 - 2. All third party fees including but not limited to appraisals, fees, escrows;
 - 3. Filing fees associated with recording the City of Arlington's subordinate deed of trust;
 - 4. Origination fees not to exceed 1% of the purchase price;
 - 5. All pre-paid items, including up to 14 months of homeowner's insurance (structure and contents). The City must be named as an additional loss payee on the insurance policy.
 - 6. A required minimum one-year homeowner warranty on all pre-owned homes (must include all major systems).
- B. The following project related soft costs will be paid at closing on behalf of the borrower by the City of Arlington.
 - 1. An inspection fee not to exceed the amount agreed upon by contract, if the inspection service is performed by an inspector contracted for by the City of Arlington;
 - 2. An inspection fee not to exceed an amount determined reasonable given current market rates for similar work;
 - 3. If applicable, relevant contractor fees as established by contract for processing AHAP assistance.
- C. The following fees or costs are to be paid by the buyer.
 - 1. The homebuyer must pay a minimum of \$1,000 towards the purchase of the property. This must be reflected on the Good Faith Estimate (GFE) and final HUD-1. This cannot be paid from AHAP funds. This can include any earnest money deposit paid by the homebuyer and any other costs paid by the homebuyer at or before closing. No more than 50 percent of this investment requirement may come from gifts of cash.
 - 2. When purchasing a foreclosed property (only those with no repair escrow will be eligible), the homebuyer is responsible for establishing reserves sufficient to cover the cost of any items deemed necessary for the property to meet AHAP property standards. The foreclosed property must be FHA insurable and necessary repairs must not exceed \$1,500.
- D. The buyer may not receive any cash back at closing.

VIII. LENDER'S RESPONSIBILITIES

- A. The lender must submit to the City, or its program administrator, a completed AHAP application on behalf of the homebuyer and the required supporting documents as listed on the AHAP Checklist, no less than thirty (30) days prior to closing. The City will make its best effort to respond to lenders who submit an application inside the

minimum thirty (30) day time period as requested, but will not guarantee that an approval or denial for the homebuyer's assistance from the City will be completed within the time frame.

- B. The lender must ensure that the homebuyer attends the required Homeownership Training Class through a HUD-approved agency. An inspection will be completed and the homebuyer will be advised if the property meets the locally adopted property standards and applicable codes for the City of Arlington. If the property does not meet these standards, a report will be provided listing the deficiencies that must be corrected. After completion, the home will be re-inspected to ensure compliance with standards and codes.
- C. The lender must ensure that the "Notice to Seller" is signed prior to entering a contract. Refusal by the seller to complete and return the "Notice to Seller" will automatically result in denial of AHAP assistance.
- D. The lender will ensure that the total amount of AHAP assistance is listed on the first page of the HUD-1.
- E. The lender must ensure that the GFE and the HUD-1 show the following:
 - 1. equity investment from applicant;
 - 2. subrecipient administrative fee, if applicable;
 - 3. AHAP inspection fee;
 - 4. recording fee for Subordinate Deed of Trust;
 - 5. cost for a one-year homeowner warranty policy.
- E. First lien holders shall require property tax and insurance escrow accounts.

IX. IMPLEMENTATION PROCESS

Select functions of this program may be carried out by a program administrator on behalf of the City of Arlington. Reference is made to the City of Arlington throughout this section. When applicable, the responsible party will be the program administrator.

- A. The applicant applies for a mortgage and selects a home for purchase.
- B. The lender will pre-qualify the borrower and provide the City with the amount of mortgage it will approve.
- C. The applicant works with the lender to make application to the AHAP program.
- D. The borrower is referred to a HUD approved agency for homeownership counseling by completing the referral form located in the AHAP application packet. The applicant must provide a copy of the Certificate of Training to the City.

- E. The City will request an initial inspection as early as practicable.
- F. The lender will submit the AHAP application packet, supporting documents, and invoice for AHAP funds to the City for review, approval, and commitment of funds.
- G. The City will receive all the required documentation to process the application. All documents must be received prior to the City's approval.
- H. The City will review and verify that the information and documents are complete and correct. City will respond to the lender within 10 to 14 business days. All incomplete packets will be returned to the lender.
- I. The City will reserve AHAP assistance funds for the homebuyer through a commitment letter to the lender. Funds are reserved on a first come, first served basis.
- J. The City will request a check made payable to the title company (designated by the lender) for the down payment and closing cost and/or principal reduction payment.
- K. The title company will schedule the closing at least 48 hours in advance.
- L. The title company will send a draft of the HUD-1 to the City for review at least 24 hours prior to loan closing.
- M. The City will review the HUD-1. When approved, the City will approve the release of funds. Typically, the title company will send a courier to collect the check from the City of Arlington to be available for closing.
- N. Funds for the homebuyer will be reserved for 60 days from the date of the commitment letter.
- O. During the affordability period, the City will annually re-certify that the homebuyer is maintaining the home as their principal place of residence. This will be accomplished by sending the homeowner a re-certification form for the homeowner's signature. The annual recertification form will be maintained in the AHAP files. If the form is not returned, City staff will make other best efforts to ensure that the homebuyer is still occupying the home as described in Section XI, Monitoring. Documentation of these efforts will be maintained in the AHAP files.

X. LEAD-BASED PAINT REQUIREMENTS

A. Lender/Contractor Responsibilities:

- 1. The lender must provide a copy of the lead information pamphlet "Protect Your Family from Lead in Your Home" to the applicant prior to AHAP assistance.

2. The lender must have the homebuyer, the seller, and the agent complete the Lead Disclosure Notice provided in the Lender's packet (this is to be completed even if the property is not pre-1978) and submit it to the City. All applicable blanks must be initialed or signed. In addition, any knowledge of or copies of lead hazard reports regarding subject property must be reported and provided to the City. The lead disclosure notice used by the Texas Real Estate Commission may be substituted for the City's.
3. In all pre-1978 homes, a visual inspection of painted or varnished surfaces will be conducted. If deteriorated paint is found during the inspection, a determination will be made by the inspector as to whether the deteriorated paint exceeds the de minimus level described at 24 CFR Part 35. If the affected area is determined to be above the de minimus level, a risk assessment will be required to determine the presence of lead-based paint. If lead-based paint is found, paint stabilization will be required using a certified lead abatement contractor. Proof of certification must be submitted to the City prior to commencement of work. After completion, a clearance testing must be performed by a certified lead-based paint inspector or a risk assessor.

If the affected area is determined to be below the de minimus level, the owner can address the affected deteriorated paint using lead safe work practices. Upon completion, the property must pass a re-inspection by either the initial property inspector or City staff. Lead abatement costs are to be negotiated between the buyer and the seller.

4. The City will provide copies of the Lead-Based Paint Risk Assessment and Lead-Based Paint Hazard Reduction Notices to the lender and the homebuyer.

Note: Services provided by the City for the lead hazard abatement clearance test will be at no additional cost to the homebuyer. Funds will not be released until the home has passed clearance.

B. Contractor/Owner Responsibilities for Lead Remediation Activities

Lead safe work practices must be used when conducting paint stabilization. Such practices include the following.

1. Appropriate actions must be taken to protect occupants from lead-based paint hazards associated with lead hazard reduction activities. For example, occupants may not enter the worksite during lead hazard reduction activities. Temporary relocation of occupants and their personal belongings may be necessary.
2. All workers on the job site must have documentation that they have completed HUD's lead safe work practices training.
3. All work must be completed under the supervision of a lead trained supervisor.
4. The worksite for lead hazard reduction activities must be prepared to prevent the release of leaded dust and debris.
5. Worksite cleanup removes dust and debris from the work area. Good cleanup is critical to passing clearance and leaving the home safe for habitation.

XI. MONITORING

To ensure compliance with HUD regulations and reporting requirements, internal monitoring procedures have been developed for use by Community Development and Planning staff. These procedures describe the monitoring of the AHAP programmatic aspects, monitoring of individual project files, and monitoring of compliance with affordability periods. The Grants Management Financial Procedures manual describes more fully the monitoring process.



Date

NAME
ADDRESS
Arlington, Texas ZIP

RE: Arlington Homebuyers' Assistance Program – Certification of Residency

Dear NAME:

The City of Arlington is pleased to have assisted you with federal funds from the HOME Investment Partnerships Program for the purchase of your home. The City needs your help to determine whether the home you purchased is still your primary residence.

To assist with this process, please sign the statement below and mail it to our office. We have provided a postage-paid envelope for your convenience. Also, in order to assist those who may be having or have had a financial set-back in the previous year, please let us know if you are delinquent on your loan and if so, how many payments you have missed. By knowing this information the City can refer you to an organization which may be able to assist you in avoiding default and foreclosure.

If you have any questions please contact the Grants Management office at 817-459-6258.

Thank you for your help.

I, _____, (printed name) certify that I have maintained ownership of, and have occupied the property located at _____, (printed address) as my principal residence.

In the previous 12 months, I have missed _____ (enter number) monthly mortgage payments.

Signature

Date

Signature

Date



ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM (AHAP)

MINIMUM HOUSING STANDARDS

City of Arlington, Texas Community Development and Planning Department

These minimum standards have been developed for use with the City of Arlington's Arlington Homebuyers' Assistance Program. The property inspection reports reflect the property's adherence to these standards on the date of the inspection. Where, in a specific case, different sections of these standards specify different requirements, the more restrictive shall govern unless approved by the Assistant Director of Community Development and Planning or his/her designee. Nothing in these standards shall be construed to cancel, modify or set aside any provision of codes required at the time of construction or when any repairs, additions or alterations were made to a structure.

I. MINIMUM BASIC EQUIPMENT AND FACILITIES

- A. Kitchens** - Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:
1. **Kitchen Sink:** It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance.
 2. **Stove:** It shall contain a stove (gas or electric), properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
 3. **Refrigerator:** It shall contain a refrigerator, properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
 4. In properties being acquired for homeownership, if the purchasers will be furnishing their own appliances, there shall be sufficient space and all required electrical and gas hookups, properly installed to facilitate the use of said appliances.
- B. Toilet room** - Every dwelling unit, shall contain a room, which is equipped with a flush water closet and a properly installed lavatory. All lavatories shall be properly connected to both hot and cold running water, under pressure, and shall be properly maintained in working order.

All flush water closets shall be properly connected to the water supply, under pressure, have an approved anti-siphon valve assembly, and shall be maintained in working order.

- C. Bath** - Every dwelling unit shall contain a bathtub and/or shower. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance. Said bathtub and/or shower may be in the same room as the flush water closet and lavatory or said bathtub and/or shower may be in a separate room. In all cases, these facilities shall be properly connected to both hot and cold running water lines, under pressure, and shall be maintained in working order.
- D. Privacy in room containing toilet and bath tub** - Every toilet and every bath shall be contained in a room or within separate rooms which affords privacy to a person within said room or rooms. Toilets and bathrooms shall have doors with a privacy-type lock and such doors, lock and hardware shall be operable and maintained in working order.
- E. Hot and cold water lines to bath and kitchen** - Every dwelling shall have supplied water-heating facilities which are properly installed and maintained in working condition, free of leaks and properly connected to required hot water lines capable of heating water to be drawn for every bath as well as general usage.

Hot water storage associated with water heating facilities shall be not less than the following minimum capacities: one dwelling unit - 30 gallons.

No water heaters shall be allowed in bathrooms or closets other than for the specific purpose of housing the water heater. All water heaters shall be properly vented and sealed and shall be equipped with a properly installed pressure temperature relief (TPR) valve and a properly installed TPR discharge line.

- F. Connection of sanitary facilities to water and sewer-septic system** - Every kitchen sink, toilet, lavatory basin and bathtub and/or shower and other plumbing fixtures shall be maintained in working condition and be properly connected to an approved water, and sewer or septic system.
- G. Exits** - Every exit from every dwelling unit shall comply with the following requirements:
 - 1. Exits shall be kept in a state of maintenance and repair.
 - 2. Exits shall be unobstructed at all times.
 - 3. All stairways and steps of two or more risers shall have at least one handrail, and all stairways and steps which are five feet or more in width, or which are open on both sides, shall have a handrail on each side.
 - 4. Every dwelling unit shall have two independent means of egress.
 - 5. All handrails shall be not less than 30 inches vertically above the nose of the stair treads and not less than 36 inches above the stairway platform.
 - 6. All balconies and platforms which are 30 inches or more above grade shall have a protective railing not less than 36 inches in height above the balcony or platform level.
 - 7. All stairs and steps shall have a rise height of not more than eight inches and a tread width of not less than nine inches. This requirement may be waived, if requested in writing and approved by the Assistant Director of Community Development and Planning or his/her designee, if in an existing structure it would be impossible or cost-prohibitive to meet this requirement. In such cases, new stairs could be installed which have the same rise and run as the old stairs.

- H. Smoke detectors** - All residential structures shall have U. L. approved hard wired smoke detectors or battery operated smoke detectors, in operable condition, properly installed in all bedrooms and in hallways adjacent to bedrooms. All smoke detectors shall be replaced if the date of the manufacturer's useful life has expired or is not indicated.

II. MINIMUM STANDARDS FOR LIGHT, VENTILATION AND HEATING

- A. Required window area** - Every habitable room, provided such rooms are adequately lighted, shall have at least one open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:

1. 1/12 of the floor area if two or more separate windows exist, or;
2. 1/10 of the floor area if only one window exists;
3. A minimum of 12 square feet of window area is required in habitable rooms other than kitchens and baths.
4. A kitchen may pass without a window area, provided, there is a mechanical means of ventilation which is maintained in working order.
5. Every dwelling unit shall have access directly to the outside. Every sleeping room shall have at least one (1) operable window or exterior door approved for emergency egress or rescue. The windows shall be operable from the inside to provide a clear opening without the use of separate tools or key.
6. All egress windows from sleeping rooms shall have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height dimension shall be twenty-four inches (24"). The minimum net clear opening width dimension shall be twenty inches (20"). Where windows are provided as a means of egress or rescue, they shall have a finished sill height not more than forty-four inches (44"). Pre-existing windows that do not meet these requirements but met applicable code at the time the structure was built or window installed are exempt from this requirement.

Whenever the only window in a room is a skylight type window at the top of the room, the total window area of such skylight shall be equal to at least 15 percent of the total floor area of such room. Skylight type windows, if less than 15 percent of the total floor area, shall be increased to 15 percent of the total floor area unless another window is to be installed which will provide adequate light and ventilation.

- B. Adequate ventilation required** - Every habitable room shall have at least one window or skylight which can easily be opened, or other such device that as will ventilate the room. The total openable window area, in every habitable room, shall be equal to at least 50 percent of the minimum window area size as required above, except where there is supplied some other device affording ventilation.

- C. Electric outlets and service required** - Where there is suitable electricity available from supply lines which are not more than 300 feet away from a dwelling, all existing dwellings shall be supplied with electrical services.

1. Every habitable room within such dwelling shall contain at minimum, two separate and remote wall type electric convenience outlets. Habitable rooms over 120 square feet, shall contain, at a minimum, three separate and remote wall type electric convenience outlets. All newly installed outlets shall be of the grounded type. Temporary wiring or extension cords shall not be used as permanent wiring.

2. Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type electric convenience outlet controlled by a remote switch.
3. Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch. Every bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one electric convenience outlet. Wall type convenience outlets used in bathrooms that are within six feet of a water source shall be GFCI protected.
4. Every kitchen shall be wired to meet the requirements of the N.E.C. at the time of original construction, based on the size and layout of each individual kitchen; however, electric outlets within six feet of a water source shall be GFCI protected.
5. All heavy duty appliances, i.e., window air conditioners, freezers, refrigerators, electric stove, washers, electric dryers, microwaves, etc., shall be supplied with a properly installed outlet(s) on a separate circuit, as applicable.
6. Receptacle convenience outlets installed on the exterior of the structure or on open porches, breezeways, garages, utility rooms, etc. shall be of an approved type and be GFCI protected.
7. A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.
8. All broken and or missing switch plates and/or receptacle plates shall be replaced.
9. All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.
10. If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.
11. All electric panel boxes shall be properly labeled.
12. The minimum electrical service for each dwelling shall be 100 amps, or as adjusted and approved in writing by the Assistant Director of Community Development and Planning or his/her designee.

D. Heating facilities - All heating facilities shall be properly installed, be maintained in working condition and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees F (21 degrees C) at a distance three feet above the floor. Every supplied central heating system shall comply with all of the following requirements:

1. The central heating unit shall be safe and in good working condition.
2. Every heat duct, steam pipe, and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
3. Every seal between any of the section of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts.
4. All fuel burning heating systems shall be inspected to determine if the unit is safe and capable of supplying heat as required above.
5. Each dwelling and/or dwelling unit shall be equipped with an approved heating system/appliance capable of meeting the requirements of Section D.

6. Unapproved heating systems/appliances are not allowed, i.e. unvented, fuel burning space heaters.
- E. **Screens required** - Every window opening to outdoor space, which is used or intended to be used for ventilation, shall be supplied with screens covering the entire window areas required for ventilation. The material used for all such screens shall be not less than 16 meshes per inch and shall be properly installed, maintained, and repaired to prevent the entrance of flies, mosquitoes or other insects. Half screens on windows may be allowed, provided, they are properly installed and are bug and insect tight.

III. MINIMUM STANDARDS FOR MAINTENANCE

- A. **Maintenance of foundations, exterior walls, roofs, soffits, and fascia** - Every foundation, exterior wall, roof, soffit, fascia and all component parts shall be weather tight, watertight, rodent proof, and insect-proof and shall be kept in a state of maintenance and repair.
 1. All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coatings i.e., stain, in accordance with acceptable standards. The exception to painting shall be all types of exterior materials acceptable to weathering without deterioration, i.e., siding. All siding material shall be kept in a state of maintenance and repair.
 2. In units constructed on or before 1978, treatment of all applicable surfaces, (interior and exterior) will be in full compliance with the Lead Base Paint regulations, as found at 24CFR Part 35, including all future amendments as published by HUD.
- B. **Maintenance of interior walls, floors, ceilings, doors, and windows** - Every interior partition, wall, floor, ceiling, door, window, and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition. All interior doors shall be capable of affording the privacy for which they were intended.
- C. **Rainwater drainage from roof** - All rainwater shall be so drained and conveyed from every roof so as not to cause dampness/damage to interior portions of walls, ceilings, or floors of any habitable rooms, bathroom, toilet room, laundry room, or any other type of room therein. If present, all rainwater draining devices such as gutters and downspouts shall be kept in a good state of maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.
- D. **Maintenance of windows and exterior doors** - Every front, rear, and side door shall be not less than two feet four inches in width and not less than six feet six inches in height, except where larger doors and doorways are required to accommodate handicapped access. In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirements may be waived. Request for waiver must be made in writing and must receive the approval of the Assistant Director of Community Services or his/her designee. In addition, the following requirements shall be met.
 1. All exterior doors to the outside shall be equipped with adequate security locks. All windows accessible from ground level without the aid of mechanical devices shall have a security device-lock. The security device lock shall not require special knowledge or a key to operate.

2. Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.
 3. Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.
 4. Every exterior and interior door, when closed, shall fit well within its frame.
 5. Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.
 6. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.
- E. Maintenance of stairways and porches** - Every interior and exterior stairway, every porch and every appurtenance thereto shall be so constructed to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and, shall be kept in sound condition and in a state of maintenance and repair, including compliance with the Lead-Based Paint Regulations, if applicable.
- F. Maintenance of supplied plumbing fixtures** - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.
- G. Maintenance of bathroom, toilet rooms, kitchen, and utility room floors** - Every bathroom, toilet room, kitchen, and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- H. All equipment, systems, devices, and safeguards** required by these minimum standards shall be maintained in good working order.

IV. MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS

- A. Minimum ceiling height** - No habitable room in a dwelling or dwelling unit shall have a ceiling height of less than seven feet six inches. At least half of the floor area of every habitable room located above the first floor shall have a ceiling height of seven feet six inches, and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room or for the purpose of determining maximum floor area.

A ceiling height of a minimum of seven feet is acceptable in bathrooms, toilets rooms, hallways, utility rooms, and kitchens.

All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of seven feet.

- B. Maintenance of sleeping, bath, and toilet rooms** - No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangement that access to a bathroom or toilet room intended for use by the occupants can be had only by going through another sleeping room or bathroom or toilet room.

- C. Occupants to have access to sanitary facilities** - Every occupant of every dwelling unit shall have unrestricted access to a toilet, to a bath, and to a kitchen sink and lavatory basin located within that dwelling unit.
- D. Minimum storage and counter areas** - Each dwelling unit shall have at least one closet with a minimum of six square feet of floor area and a minimum height of 6' located within the dwelling unit. Dwelling units with two or more bedrooms shall have a storage floor area of at least four square feet per bedroom. This storage requirement does not necessarily have to be located in the bedrooms. All kitchens shall have a minimum enclosed storage area of eight square feet with a minimum vertical clearance of 12 inches and a horizontal width of at least 12 inches. Each kitchen shall have a minimum of four square feet of counter area.
- E. Maintenance of dwelling structure** are maintained to prevent the dwelling unit from becoming a harborage for rodents, snakes, vermin, and insects.

V. MAINTENANCE OF NON-DWELLING STRUCTURES, FENCES, AND PREMISES

- A. Maintenance of non-dwelling structures** - Every foundation, wall, roof, window, door, hatchway, and every other entryway of every non-dwelling structure shall also be so maintained as to prevent the structure from becoming a harborage for rodents, snakes, vermin, and insects, and shall be kept in a state of maintenance and repair.
- B. Protection of exterior wood surfaces** - All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and from decay and rot by lead-free paint or other approved protective coatings. If units are constructed on or before 1978, treatment of all applicable surfaces shall be in full compliance with the Lead-Based Paint regulations as found at 24 CFR Part 35, including all future amendments as published by HUD.
- C. Maintenance of fences** - Every fence shall be kept in a state of maintenance and repair or shall be removed (unless required by local code). Replacement is optional. If a fence is to be removed and replaced installation shall be in conformance with all local requirements.
- D. Grading and drainage of premises** - Every premises shall be graded and maintained so no stagnant water will accumulate or stand on the premises, or within or around any building or structure located on the premises. Ground areas around buildings shall be sloped away from walls to eliminate low areas where standing water may collect.
- E. Maintenance of retaining walls, sidewalks, driveways, and patios** - All retaining walls shall be kept in a state of maintenance and repair. All sidewalks, service walls, driveways, and patios shall be kept in a state of maintenance and repair, free from obstruction, defects, uneven joints, tripping hazards, etc.
- F. Maintenance of property** - All areas and all parts of the premises upon which any dwelling or dwelling units are located, and all areas adjacent thereto and a part of the premises, shall be maintained and kept in a clean and sanitary condition. This shall include, but not be limited to, the cutting of grass-weeds; removal of dead trees and brush, removal of abandoned and junked automobiles, automobile bodies, chassis and parts, trailer, removal of inoperable machines and appliances, lumber pile, and building materials not being used in actual construction, tin cans, broken glass, broken furniture, boxes, crates and other debris, rubbish, junk and garbage.

- G. Water supply, connection to water main** - Every owner of a dwelling unit situated on property which abuts any street or alley in which a water main is laid, shall cause the water service system of his dwelling to be connected to such main.
- H. Abandoned wells and cisterns** - Every owner of a dwelling which contains an abandoned well or cistern on the premises shall close and fill them in a proper manner.
- I. All accessory structures** shall be maintained structurally sound and in good repair.

- END -

HOME Investment Partnerships Program

Final Rule

24 CFR Part 92

September 16, 1996

(updated through December 22, 2004)

<http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>