



Baltimore Regional Housing Partnership

Request for Proposal NSPIRE Inspection Services (Successor to the Housing Quality Standards)

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Proposal Date: Friday, September 29, 2023

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I. INTRODUCTION

The Baltimore Regional Housing Partnership, Inc. (BRHP) is a private nonprofit organization committed to opening pathways to a better future for low-income families in Baltimore City. As Regional Administrator of the Baltimore Housing Mobility Program (Program) since 2013, BRHP has supported thousands of families in finding housing in high opportunity areas throughout the Baltimore region. Uniquely, BRHP is one of the few agencies who administer the Housing Choice Voucher Program on a regional scale and provide housing mobility counseling services to families. The program currently provides over 4,300 families access to housing, educational, and employment in high opportunity areas.

II. OVERVIEW

BRHP is soliciting proposals from organizations interested in performing residential property inspections in accordance with the [National Standards for the Physical Inspection of Real Estate \(NSPIRE\)](#), the successor to the Housing Quality Standards, referred to as "HQS". BRHP is seeking the services of one or more firms for the NSPIRE inspection services, for a one-year term with a start date no later than January 1, 2024, with an option to extend for an additional two-year term.

BRHP strongly encourages locally owned, minority-owned, and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit a proposal, in response to this RFP.

A. Equal Opportunity Policy. BRHP does not discriminate against any employee, applicant or sub-contractor because of race, sex, color, religion, age or national origin. BRHP takes affirmative steps to ensure that applicants are employed or sub-contracted, and that employees and sub-contractors are treated fairly during employment or for the term of their contract, without regard to their race, sex, color, religion, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

III. SCOPE OF WORK

BRHP is seeking proposals from highly qualified and insured firms, to provide NSPIRE standards inspections. The selected firm(s) shall furnish sufficient organization, personnel, and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the Inspection function (including scheduling, notification, inspections, quality control, and reporting).



BRHP Operating Jurisdiction

- Anne Arundel County
- Baltimore City
- Baltimore County
- Carroll County
- Howard County
- Harford County

The following is a listing of the required Inspection Services:

Scheduling of Inspections

The firm will be responsible for scheduling all inspections in accordance with industry best practices and the agreed Standard Operating Procedures, hereafter referred to as "SOP" (See Other Duties). The firm will be responsible for the costs of scheduling the inspections (forms, telephone costs, stamps, etc.) and associated notifications.

BRHP System of Record Use Requirement

BRHP uses Yardi Voyager for all inspection functions, including requesting, scheduling, conducting, and recording inspection results. The firm will be responsible for timely updates of inspections and results, no more than 24 hours from the completion of the inspection. Photos are required components of BRHP inspections; all initial inspections and all failed items must have photos attached to the Yardi Voyager inspection records. BRHP also requires photos of house address numbers, certain home systems (stove, HVAC, water heater), and photos to use as proof of a broken scheduled appointment.

Initial Inspections

1. The Firm will make contact by phone with landlords or their designee within 48 hours of receipt of a request from BRHP to schedule the initial inspection, followed by an email confirmation of the appointment. If the Firm is unable to make contact with the landlord after two documented unsuccessful attempts by phone, the firm will inform BRHP via email at inspections@brhp.org.
2. The Firm will complete the first attempt to conduct each Initial Inspection within 5 business days of receipt of the scheduling request from BRHP (excluding observed holidays), subject to unit or landlord availability.
3. Initial Inspections and associated re-inspections must be scheduled by speaking to the landlord or their designee, or through confirmed email correspondence. No inspection or re-inspection may be scheduled by leaving messages on voicemail. No inspections or re-inspections will be scheduled with the tenant for initial inspections.
4. If the unit does not pass on the second scheduled attempt, the Firm will contact BRHP via email at inspections@brhp.org. The Firm will complete all initial re-inspections within 3 business days of notification by BRHP or the landlord or their designee that the unit is ready for re-inspection.



5. The Firm will be responsible for updating inspections results in Yardi Voyager within 24 hours (excluding observed holidays) from completion of an inspection, or after an unsuccessful pre-scheduled attempt.

Notifications (Pertains to all inspection types)

All notifications, regardless of type, must contain at a minimum the following information:

1. Date notification was printed
2. Name and complete mailing address of landlord/agent
3. Name and complete mailing address of client
4. Type of Inspection/Re-inspection
5. Date of Inspection/Re-inspection
6. Scheduling Timeframe of Inspection/Re-inspection
7. If this is a "Deficiency Notification," provide a complete detailed listing of all deficiencies identified during the inspection.
8. Name of inspector
9. Contact telephone number

Biennial Inspections

BRHP will create biennial inspections in Yardi Voyager by the 5th of each month, for inspections that need to be scheduled in the following month. The Firm is responsible for:

1. Entering the scheduled date and time in Yardi Voyager for each inspection no later than 10 business days of receipt from BRHP.
2. Mailing notices by US First Class mail to both tenants and landlords no less than 21 days prior to the scheduled inspection date.
3. Updating results within Yardi Voyager within 24 hours of scheduled inspection.
4. When an inspection fail occurs, creating a reinspection in Yardi Voyager for between 28-35 days from the failed inspection date.
5. Sending a fail letter to both the landlord and tenant within 5 business days of the failed inspection. This letter should include:
 - a. A list of all failed items
 - b. A date and time when a reinspection will occur
 - c. Contact information for questions related to failed items

Special Inspections

These are inspections in response to complaints registered with BRHP concerning a covered unit's condition, quality control inspections, or any other inspection BRHP may deem appropriate to conduct.

1. The Firm will make contact by telephone or email with landlords or their designee within 24 hours of receipt of the Special Inspection Request from BRHP to schedule the inspection. If the Firm is unable to make contact with the landlord after two documented unsuccessful attempts by phone, the firm will contact BRHP via email at inspections@brhp.org.



2. The Firm will complete the first attempt to complete each Special Inspection within 5 business days of receipt of scheduling information from BRHP (excluding observed holidays).
3. Special Inspections and associated re-inspections must be scheduled by speaking to the tenant, or in select cases the landlord or their representative. No inspection or re-inspection may be scheduled by leaving messages on voice mail.
4. If the unit does not pass at the second scheduled attempt, the Firm will contact BRHP's assigned designee, the Housing Mobility Supervisor overseeing inspections, Ashley Herring, via email at inspections@brhp.org. The Firm will complete all initial Re-inspections within 5 business days of notification by BRHP that the unit is ready for re-inspection.

Re-inspections

1. Complete all Initial or Special re-inspections within 5 business days (excluding observed holidays) of notification by the landlord or their designee that the unit is ready for re-inspection.
2. Complete all non-emergency annual re-inspections within 28 to-35 days from the last passing date from the previous year, unless otherwise authorized by BRHP.
3. Complete re-inspections of all life-threatening "Fail" items within 24 hours of the first inspection.

All Inspections

1. All physical inspections will be conducted in accordance with HUD NSPIRE standard; the Lead Safe Housing Regulations at 24 CFR Part 35, Subparts A, B, M, and R; and recorded using the Yardi Voyager (HQS or NSPIRE) Inspection Form.
2. Schedule inspections and prepare and issue all inspection appointment notification letters in accordance with the BRHP [Administrative Plan](#).
3. Schedule all inspections, regardless of type, with an inspection appointment window time of no more than 4 hours, between the hours of 8:30 am and 5:00 pm, ET. No inspection shall be performed outside of the scheduled appointment window, unless agreed to by BRHP and all parties. Any inspection attempt outside the designated 4-hour time frame will be done at the contractor's own risk.
4. Assess who is responsible for damages (tenant responsibility or landlord responsibility) for every failed item listed on all deficiency reports or correspondences.
5. Send all notifications and related follow-up correspondence, to both landlord and tenant by US Postal Service First Class mail and email, including pass or fail notifications, reschedule notifications and no-show (broken scheduled appointment) notifications. Forward similar copies electronically to the email addresses, if provided, of both landlord and tenant. Include re-inspection dates and times in all inspection results correspondence.
6. Complete one attempt for each no-show (broken scheduled appointment) inspection prior to notification to BRHP for issuance of abatement notification to the owner.
7. Complete one attempt for each non-emergency "fail" inspection prior to notification to BRHP for issuance of abatement notification to the owner.



8. Submit Inspection Performance Summary Reports on a monthly basis in format agreed to by the BRHP. (Sample reports are requested from respondents, please provide copies of the reporting that you would suggest.)
9. Perform daily electronic "back-up" of all inspection data from the beginning of contract performance period to "present" to prevent loss of data.
10. Develop and implement a quality control program that exceeds the minimum standards required under 24 CFR 985.2, 24 CFR 985.3 (e) and (f) for all inspections conducted on a monthly basis.
11. Provide all required reporting in a mutually agreed upon format.

On-site Maintenance

The firm will perform, at no additional cost to the BRHP, the following "on-site" maintenance at inspected units using the firm's supplies: a) Repair/Replace Damaged or Missing Outlet Cover(s) (2 per unit max), b) Repair/Replace Damaged or Missing Light Switch Cover(s) (2 per unit max), and c) Repair/Replace Missing Smoke Alarm Battery(s) (9 volt).

1. Perform maintenance only when such would eliminate the need to perform a 24-hour emergency re-Inspection or 30-day re-inspection at the unit.
2. Perform maintenance in units with conventional 8 ft. ceiling height only.
3. Perform no maintenance if other items exist that would require re-inspection of the unit within 24 hours or 30 days.
4. Track and report monthly to the BRHP the number of inspections reduced by this on-site maintenance program.

Other Duties

1. Develop and submit to BRHP for approval, within 14 calendar days of contract execution, Standard Operating Procedures (SOP) for inspection processes described herein, including all forms and form letters to be used. SOP must demonstrate to the BRHP's satisfaction the contractor's ability to provide all services as requested.
2. Attend periodic regularly scheduled meetings with the BRHP to ensure contract compliance.

Assigned Personnel

Requested with respondents response to this RFP is a staffing plan, including the names of managerial and administrative staff and inspectors, based on tiers of monthly inspection quantities. BRHP reserves the right to request a change in the firm representative responsible for performing work if, at the BRHP's discretion, the assigned representative is not adequately meeting the needs of BRHP.

IV. BACKGROUND CHECK REQUIREMENT

The award of this proposal is subject to the employees of the Contractor, as identified by the Contractor, including employees of subcontractors, if any, who shall provide direct



services under the terms and conditions of this contract successfully passing a criminal background check. For purposes of conducting the criminal background check, the employer must provide to the BRHP the full name, social security number, and date of birth for eligible employees. The term "successful background check" shall be the sole determination of the BRHP and shall be predicated upon the specific conditions inherent in providing the services set forth in the proposal. Employees identified through the background check process as not meeting the requirements of the BRHP may, at the discretion of the BRHP, be replaced by the Contractor with another employee who shall also be subject to the background provisions of this clause.

V. REQUIRED CERTIFICATION AND INSURANCE COVERAGE

The selected applicant must currently have or be willing to obtain the following certification and insurance coverage as part of the Project:

- HQS/NSPIRE Certification for all inspectors
- Professional Liability Errors, and Omissions Insurance (minimum \$3 million policy)
- Worker's Compensation Coverage
- General Commercial Liability Insurance (minimum \$3 million policy)
- Business Automobile Liability Insurance (minimum \$1 million policy)
- Fidelity Coverage
- Cyber Liability Insurance (minimum \$1 million policy)

The selected applicant will be required to provide proof of certification and a certificate of liability indicating the required limits of liability.

VI. PROPOSAL CONTENTS

In order to simplify the review process and to obtain the maximum degree of comparability, the proposals should include the following items and be organized in the manner specified below, pages numbered (where applicable), and in electronic form:

- A. Cover Page.** The cover page should identify the RFP by its name. It should also bear the Respondent's name, address, telephone number and e-mail address.
- B. Table of Contents.** The table of contents should clearly identify the location of each section of the package by section number or letter and page number.
- C. Letter of Intent.** Letter should be signed by a principal of the submitting entity who is duly authorized to bind the entity to the performance of duties pursuant to this RFP.
- D. Letter of Introduction.** Proposal shall include one to two pages that include the following information:



1. Brief description of firm including its principals, organization, size, structure, areas of practice and office location(s).
2. Date established and years of experience.

E. Experience and Resources. Please include the following information:

1. Details of firm's specific work, expertise, and outcomes with directly related projects. In particular, support your capacity to perform the Scope of Services.
2. Description of two recent projects that are of similar nature and scope of work detailed within this RFP and any prior history of engagement with BRHP.
3. Include resumes and/or biographies of all principals and key professional members including sub-contractors who will be assigned to this engagement which specifically outlines extent of their involvement in referenced experience along with anticipated percentage of work performed by principals.
4. Identify any conflicts of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with BRHP.
5. Describe how your firm will handle actual and or potential conflicts of interest.
6. Identify individuals in your firm with multi-lingual skills, who are available to assist with communication in languages other than English. Please identify the language(s).
7. Include at least two references where the firm has provided similar work within the last 24 months.

F. Fee Structure. The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees.

1. Please provide a detailed cost proposal for performing the Scope of Work. It is recommended that you provide your cost proposal on a per inspection basis, but BRHP will consider flat/per year or other alternative billing arrangements. BRHP anticipates a one-year initial engagement, with an option to extend for an additional two years.
2. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
3. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of BRHP.

G. Personnel and Staffing Plan. An adequately staffed and trained team is essential to the Firm providing services. The respondent should include the following:

1. A list of all key personnel assigned to the contract identifying the Single Point of Contact leading the contract work of the Firm, and any relevant certifications. Key



personnel should include anyone performing scheduling, reporting, and quality control functions.

2. A staffing plan for the following tiers of inspection volume:
 - i. 100-150 inspections per month
 - ii. 200-300 inspections per month
3. Resumes of all key personnel.
4. A report of personnel turnover in the last two years, with explanation of any relevant events or contracts driving personnel changes.

H. Required Forms. Please include the following required forms as a part of your proposal and contained in **Appendix A**:

1. **Form #1: NSPIRE Standards Code and Acknowledgement**

VII. RFP SCHEDULE AND SUBMISSION REQUIREMENTS

A. RFP Schedule.

Activity	Date
Issue RFP	08/18/2023
Questions Due	08/30/2023
Answers to Questions Posted	09/05/2023
Proposals Due	09/29/2023
Anticipated Award Date	10/20/2023

B. Closing Submission Date. Proposals must be submitted by electronic copy as specified in paragraph D below **no later than 5:00 PM EDT on September 29, 2023.** Proposals received after the deadline will not be accepted. It is neither BRHP’s responsibility nor practice to acknowledge receipt of any proposal. It is the Offeror’s responsibility to assure that a proposal is received.

C. Inquiries. Any requests for additional information, clarification or questions regarding this RFP may be sent via e-mail to Mary Rosario at mrosario@brhp.org. **All such communications must be received by 9:00 AM EDT by August 30, 2023.** All questions, as well as responses, will be posted on the Request for Proposals section of BRHP’s website, no later than close of business on September 5, 2023.

D. Instructions to Offerors. All Offerors shall provide one (1) electronic copy.

Note, the e-mail subject line for the electronic copy must read “RFP, NSPIRE Inspection Services” to Mary Rosario at mrosario@brhp.org.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with BRHP staff or members of the



Board of Directors regarding the proposal. Failure to comply with this request may result in disqualification of the proposal.

VIII. EVALUATION CRITERIA AND PROCEDURE

A. Evaluation Criteria. BRHP will evaluate all proposals received based upon the following factors with corresponding ranking points:

Evaluation Factor	Maximum Rating Points
Qualifications and Experience: Level of experience and knowledge of the firm and individual(s) identified to work on matters described in Scope of Work.	30
Approach to Scope of Work: Understanding of scope of services, quality of approach to meet scope of work in specified time frames.	30
Cost	20

B. Evaluation Procedure.

1. Review Process. A Selection Panel comprised of at least three staff members will review the proposals received by the deadline based upon the evaluation criteria. BRHP may, at its discretion, request a meeting with any or all firms or contact an Offeror if materials are missing and/or if BRHP requires clarification of particular elements of the submission, allowing Offeror ten business days to respond. However, BRHP is not obligated to do so and reserves the right to make an award without further discussion of the proposals submitted.
2. Notification of Award. It is expected that a preliminary decision selecting the successful firm will be made by October 20, 2023. Upon conclusion of the final negotiations with the successful firm, all Offerors submitting proposals to this RFP will be notified of BRHP’s final decision awarding the contract. Final award and contract execution will occur no later than December 1, 2023.
3. Confidentiality. BRHP shall maintain the confidence of the information received, if requested, and to the extent possible. However, all information submitted as part of, or in support of any proposals in response to this RFP may be disclosed by BRHP if such disclosure is required by local, state or federal law.

IX. CONDITIONS OF PROPOSAL

A. Right to Reject, Waive, or Terminate the RFP. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by BRHP to be in its best interests.



- B. Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- C. No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- D. Right to Not Award.** Not to award a contract pursuant to this RFP.
- E. Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- F. Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- G. Contract Ethics.** No employee of BRHP who exercises any responsibilities in the review, approval or implementation of the proposal or contract shall participate in any decisions which affects his or her direct or indirect personal or financial interest.

It is a breach of ethical standards for any person to offer, give or agree to give any BRHP employee or board member, or for any BRHP employee or board member to solicit, demand, accept or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

The firm shall not accept any client or project that places it in a conflict of interest with its representation of BRHP. If such a conflict is subsequently discovered, BRHP shall be promptly notified.

- H. Minority-Owned Businesses.** BRHP strongly encourages small, locally-owned, minority-owned, women-owned, socially and economically disadvantaged and service-disabled veteran-owned businesses to submit a proposal, in response to this RFP. Efforts will be made by BRHP to utilize these types of businesses.
- I. Consent.** By submitting a proposal to BRHP, Offeror consents to the Scope of Work and general requirements of this RFP noted herein. Exceptions desired must be clearly noted in the submitted proposal.
- J. Assignment.** Offeror shall not assign, sublet or transfer its interest, obligations or rights in any contract entered into with BRHP without BRHP's prior written consent.
- K. Retention Policy.** All submitted proposals become the sole and exclusive property of BRHP.



- L. Effective Period.** Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.
- M. Expenses.** BRHP shall not be liable for any expenses, including travel expenses, related to the preparation of the proposal and contract negotiation process.
- N. Media.** Written consent from BRHP must be obtained for any media releases or any other public disclosure regarding an award of the contract by BRHP and any work resulting from that award.

X. CONTRACT CONDITIONS

The following provisions are considered mandatory conditions of any contract award made by BRHP pursuant to this RFP:

- A. Jurisdiction.** The Contract shall be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and performed therein.
- B. Key Personnel.** BRHP shall retain the right to demand and receive a change in personnel assigned to the work if BRHP believes that such change is in the best interest of BRHP and the completion of the contracted work.
- C. Compliance with Law.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.



Appendix A:
Required Forms



NSPIRE Standards Code and Acknowledgement

(a) Performance and acceptability requirements. (1) This section states the housing quality standards (HQS).

(2)(i) The NSPIRE consist of:

(A) Performance requirements; and

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

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

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

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



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

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

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

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

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

(A) Meet or exceed the performance requirements; or

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(v) Elevators must be working and safe.

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

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



- (ii) There must be adequate air circulation in the dwelling unit.
- (iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.
- (iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.
- (i) Water supply—(1) Performance requirement. The water supply must be free from contamination.
(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.
- (j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.
- (k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).
- (l) Site and Neighborhood—(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.
(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.
- (m) Sanitary condition—(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.
(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.
- (n) Smoke detectors performance requirement—(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-



impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

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

[60 FR 34695, July 3, 1995, as amended at 61 FR 27163, May 30, 1996; 63 FR 23861, Apr. 30, 1998; 64 FR 26646, May 14, 1999; 64 FR 49658, Sept. 14, 1999; 64 FR 50230, Sept. 15, 1999; 80 FR 8246, Feb 17, 2015]

Offeror (Firm): _____

Date: _____

By: _____

Name: _____

Title: _____