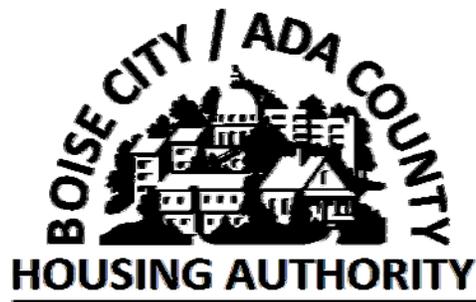


REQUEST FOR PROPOSALS

Project-Based Vouchers Housing Choice Voucher Section 8 Program



1276 River Street, Suite 300
Boise, Idaho 83702

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified Applicants for Project-Based Vouchers (PBV) to support permanent supportive housing projects. **Responses to this Request for Proposals will be accepted beginning Monday, December 19, 2016 and will be due no later than January 17, 2016 at 6:00 pm.** If further information is needed regarding this Request for Proposals, contact Jillian Patterson, Housing Programs Director at (208) 287-1051 or jpatterson@bcacha.org.

MAILED, DELIVERED BY HAND, OR COURIERED proposals will be accepted as follows:

Boise City Housing Authority
Attn: Jillian Patterson, Housing Programs Director
1276 W River St., Suite #300
Boise, ID 83702

RFP requirements and instructions can be found online at www.bcacha.org.

It is the responsibility of the Applicants to ensure that any proposals submitted shall have sufficient time to be received by the Boise City Housing Authority prior to the proposal due date and time. Late proposals will NOT be considered and will be returned to Applicant unopened. Telegraphic, electronic, and facsimile proposals will NOT be accepted.

**ONLY SEALED RFP RESPONSES ARE ACCEPTABLE.
DO NOT E-MAIL RFP RESPONSES.
DO NOT FAX RFP RESPONSES.**

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I. INTRODUCTION

The Boise City Housing Authority (BCHA) is issuing a Request for Proposals (RFP) seeking proposals from Owners and/or Developers for Project-Based Vouchers (PBV) available under the Department of Housing and Urban Development- Housing Choice Voucher Program. Only new construction projects are eligible for consideration. An estimated 40 vouchers are available under this RFP for projects that create new units of Permanent Supportive Housing for persons who are experiencing chronic homelessness as defined by the McKinney-Vento Homeless Assistance Act.

The financial data provided in this RFP is not guaranteed, and the availability of such funds is subject to change at any time. BCHA makes no guarantee of the availability of funding for any particular applicant or project. The submission of a proposal in response to this RFP does not commit BCHA to providing any funding to a proposed project. BCHA reserves the right to determine at its sole discretion how to disburse available funds, if at all.

II. DEFINITIONS

Permanent Supportive Housing

Permanent Supportive Housing (PSH) is community-based housing that is safe, decent, and affordable. It provides households with disabilities experiencing homelessness rights of tenancy and links to voluntary and flexible supports and services. PSH is most successful when operated using a “Housing First” approach, in which households with the greatest barriers to housing and in the most vulnerable state are admitted to housing quickly without the requirement to have treated or addressed persistent or chronic conditions or behaviors prior to being placed into a housing unit. Housing placement occurs in an expedited manner. Participants take part in case management support systems that identify appropriate services and include client choice considerations. Various partnerships are formed to ensure that residents have the opportunity to participate in supportive services.

Supportive services vary widely but must include healthcare, mental health services, substance abuse treatment, life skills classes, financial counseling, job training and placement. A case manager is utilized to navigate and carry out individualized service plans. Participation in supportive services is not a condition of tenancy and cannot be required. All supports and services provided should be administered with the main focus of creating and maintaining housing stability for all tenants.

Chronically homeless

1. A “homeless individual with a disability,” is defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), as: [An individual who can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress

disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability]

- i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months [one year] or on at least 4 separate occasions in the last 3 years,[where each homeless occasion was at least 15 days] as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

New Construction

New construction includes housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the BCHA and the Applicant for use under the PBV program.

III. GENERAL INFORMATION

- a. All data, documents and other products used, developed or produced during response preparation of the RFP will become property of BCHA. All responses to the RFP shall become property of BCHA. Applicant information identified as proprietary information shall be maintained confidential, to the extent allowed under the Idaho Public Records Act.
- b. The Applicant and Service Provider shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to BCHA as requested by BCHA.
- c. BCHA reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and BCHA reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the Applicant or

Service Provider and BCHA shall assume no liability of such subcontractors.

- d. This RFP does not commit BCHA to pay costs incurred in preparation of a response to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Applicant. BCHA reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in a proposal.
- e. The project must meet all applicable requirements of the HUD Project Based Voucher Program Regulations, 24 CFR part 983, and the BCHA rules and requirements for the Project-Based Voucher Program included in BCHA's Administration Plan, which is available upon request. This Request for Proposals does not attempt to define all applicable rules and regulations.
- f. The project will be subject to a HUD subsidy layering review, in accordance with HUD subsidy layering regulations at 24 CFR 4.13.
- g. The project must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The percentage of accessible dwelling units must comply with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR part 8, subpart C.
- h. The project must comply with the design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.
- i. In the case of an Agreement for development of nine or more contract units (whether or not completed in stages), the Applicant and the Applicant's contractors and subcontractors are subject to Davis-Bacon wages to laborers and mechanics employed in development of the housing.
- j. The Applicant must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The Applicant must also comply with federal equal employment opportunity requirements.
- k. Activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58.
- l. Site selection must be consistent with the goal of deconcentrating poverty and expanding housing and economic opportunity in compliance with 24 CFR 903 and the BCHA Administrative Plan.

In addition, prior to selecting a proposal, BCHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable civil rights laws, regulations and executive orders, and that the site meets the standards set forth at 24

CFR 982.401(l) regarding site and neighborhood condition as it relates to Housing Quality Standards (HQS).

- m. The BCHA must inspect each contract unit before execution of the HAP contract. The BCHA will not enter into a HAP contract covering a unit until the unit fully complies with HQS.
- n. Once submitted, applications may not be amended without permission of BCHA.
- o. This RFP is subject to any HUD changes after the application is submitted. Applicant should be aware that changes in HUD rules may nullify or amend this RFP.

IV. INELIGIBLE HOUSING TYPES

The following housing types are NOT eligible for PBV awards under the RFP:

1. Shared housing;
2. Units on the grounds of a penal, reformatory, mental, or similar public or private institution;
3. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. However, the PHA may attach PBV assistance for a dwelling unit in an assisted living facility that provides home health care services such as nursing and therapy for residents of the housing;
4. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
 - a. Manufactured homes;
 - b. Cooperative housing;
 - c. Transitional housing;
 - d. Units that are occupied by an Applicant of the housing;
 - e. Units that are occupied by families ineligible for the PBV program;
 - f. A public housing dwelling unit;
5. A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
6. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or part of the rent);
7. A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
8. A unit subsidized with Section 236 rental assistance payments. However the PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments;
9. A Section 202 project for non-elderly persons with disabilities;

10. Section 811 project-based supportive housing for persons with disabilities;
11. Section 202 supportive housing for the elderly;
12. A Section 101 rent supplement project;
13. A unit subsidized with any form of tenant-based rental assistance;
14. A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the PHA in accordance with HUD requirements.

V. RULES FOR PROPOSALS

The Applicant must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the applicant.

VI. APPLICANT ELIGIBILITY

1. The Applicant/Sponsor must be incorporated or be a non-profit organization with a 501 (c) (3) tax-exempt determination.
2. Non-profit organizations must have an oversight body that sets policy.
3. The organization must be annually audited by a certified public accounting firm and the results must be available to BCHA upon request.
4. The organization must have in place insurance as follows:
 - a. Workers Compensation at statutory amount.
 - b. Employer's liability not less than one million dollars (\$1,000,000.)
 - c. Commercial General Liability Insurance not less than one-million dollars (\$1,000,000.)
5. The organization must comply with all laws, regulations, and ordinances of the City of Boise and the State of Idaho, including but not limited to laws involving the use, maintenance and operation of structures, including building permits, zoning, and code enforcement.
6. The organization must designate a point of contact for BCHA.
7. The Applicant must demonstrate funding commitments from other sources adequate to finance the project.

8. The organization must be able to enter into an Agreement for a Housing Assistance Payment (AHAP) contract and start the project for which PBV's have been requested within a 6 month period after the announcement of award, or BCHA reserves the right to withdraw the award.

VII. SITE SELECTION STANDARDS

It is the BCHA's goal to select sites for PBV housing that provide for de-concentrating poverty and expanding economic housing opportunities. In complying with this goal the BCHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

The BCHA may grant exceptions to the 20 percent standard where it's determined the PBV assistance will complement other local redevelopment activities designed to de-concentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community (Urban or Rural);
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;
- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement.

Applicant must provide the following to meet minimum qualifications

- Description of how the project meets the requirements of site and neighborhood standards listed above.
- The exact location of the project. The project must be within the City of Boise.
- Provide evidence that demonstrates site control such as a deed providing outright ownership, a purchase contract or a purchase option. Contracts must be submitted with the application.
- Provide evidence establishing that the property is appropriately zoned.

Boise's Affirmatively Furthering Fair Housing Action Plan: Boise's Affirmatively Furthering Fair Housing Action Plan promotes racial integration and affirmatively furthering fair housing in all housing projects. The Fair Housing Action Plan addresses community steps to address identified impediments to fair housing choice. The City's most recent analysis and complimentary action plan can be accessed online at <http://fairhousing.cityofboise.org/resources/>.

VIII. PROJECT DESIGN

The project must incorporate the following physical design components or features:

- a. ADA compliant, including at least the required minimum number of handicap accessible units.
- b. Units no less than 300 square feet in size.
- c. Units will include a kitchenette, full bathroom, closet, sleeping/living room, and natural sunlight.
- d. Shared laundry facilities.
- e. Shared community room space for gatherings and to support service delivery. Community room space should include a full kitchen.
- f. Multiple private meeting spaces to allow out-side service providers to meet with tenants on-site.
- g. Recreational space for tenants to promote active and healthy living.
- h. Hard-surface, hard-use finishings and construction.
- i. 24-hour surveillance system with controlled entry.
- j. Outside courtyard, patio or balcony common gathering space.
- k. Computer lab with internet, word processing, and printing capabilities.
- l. Fully furnished units.

Applicant must provide the following to meet minimum qualifications:

- a. Number of PBV contract units by area (size) and number of bedrooms and bathrooms;
- b. Services, maintenance, or equipment to be supplied by the Applicant without charges in addition to the rent;

- c. Utilities available to the PBV contract units, including a specification of utility services to be paid by the Applicant and utility services to be paid by the tenant;
- d. An indication of how the design and construction requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 apply to PBV units;
- e. Estimated initial rents to Applicant for the contract units;
- f. Any additional requirements for quality, architecture, or design over and above Housing Quality Standards (HQS).

IX. DEVELOPMENT EXPERIENCE

Applicant must provide the following to meet minimum qualifications:

List and briefly describe any projects within the last five (5) years that exhibit Applicant's experience in developing permanent supportive housing and low-income housing units. For each project, provide the following information:

1. Project name(s) and location(s);
2. Brief description of the project, including financing sources and amounts, number of units, buildings, acreage, partnerships and distinct role of each;
3. Applicant entity or Developer Team;
4. Dates during which services were performed;
5. Describe the services performed and your role;
6. Population type and income levels served.

X. APPLICANT EXPERIENCE

Applicant must provide the following to meet minimum qualifications:

- Provide a complete disclosure of ownership status and organizational structure;
- Identify the Applicant and other project principals and the names of officers, staff and principal members, shareholders, investors and other parties having a financial interest in the project.
- Provide a disclosure of any possible conflict of interest by any of these parties that would be a violation of the HAP contract. Information concerning any participant who is not known at the time of the application submission must be provided to BCHA as the participant is known;

- Provide documentation of services to be provided to residents in order to meet the standards for designation as Permanent Supportive Housing. Outline any partner agencies that are committed to providing these services. Please differentiate between offered and provided;
- Demonstrate prior ownership/management experience in multi-family rental housing projects of similar size (number of dwelling units) to the proposed project;
- Demonstrate prior ownership/management experience in the tenant-based or project-based voucher program and owner compliance with the owner's obligations;
- Disclose any foreclosure or receivership actions, adverse government actions or health and safety violations, and any unresolved compliance agency audit findings.
- Demonstrate prior experience working directly with a Public Housing Authority.
- Development team should demonstrate experience in owning/managing rental housing. Development team must show proof of a robust service delivery mechanism to support tenants in Permanent Supportive Housing.

XI. MANAGEMENT EXPERIENCE

Applicant must provide the following to meet minimum qualifications:

- Applicant must demonstrate the experience and capabilities of the Management Team in managing affordable Permanent Supportive Housing (PSH) multi-family rental properties. List and briefly describe all projects within the last five (5) years that exhibit the Management Team's experience in managing and maintaining multi-family and PSH rental housing properties of similar size (number of dwelling units) to the proposed project;
- Submit a proposed management plan, including the tenant selection plan, screening criteria, and referral process that will take place between management, service provider, and the BCHA waiting list;
- Describe the proposed delineation of roles and responsibilities between the owner/manager/service providers and BCACHA.

XII. PROJECT FEASIBILITY

Applicant must provide the following to meet minimum qualifications:

- Applicant/Sponsor must provide a letter of interest (LOI) or commitment letters from lenders who are providing the permanent and construction financing and/or equity providers who plan to purchase the tax credits. These required documents must provide specific details outlining the terms, rates, fees, pricing, required reserves for operating and replacements, equity injection schedules and contact names and phone numbers with e-mail addresses.

- Provide a project schedule indicating date specific milestones including expected occupancy;
- Applicant/Sponsor must also provide a detailed line item breakdown of proposed construction costs and expenses;
- Applicant/Sponsor must also submit a thirty (30) year pro forma that provides detailed projections of revenues, vacancy rates, expenses, debt service and cash flow. Income and expenses should use the nationally-accepted standard trending of two (2) percent income and three (3) percent for expenses with a seven (7) percent trend for vacancy;
- Provide an operating budget for the proposed duration of the HAP contract.
- The Applicant/Sponsor must submit the Idaho Housing and Finance Association (IHFA) Tax Credit/HOME application with their submission if they have applied for housing resources from IHFA. If not applicable, a complete and detailed application from a bank/financial institution must be submitted.

XIII. SUPPORTIVE SERVICES

Applicant must provide the following to meet minimum qualifications:

1. Case Management/Service Coordination/Tenant Advocacy- The case manager assesses service needs and makes recommendations as to the types of services from which the tenant could benefit. They then assist in connecting the tenant with the service. Should the tenant deny participation, the Case Manager/Service Coordinator will continuously encourage the tenant to participate. This role is also responsible for assisting the tenant in meeting their tenancy and mainstream resources obligations. This includes assisting tenants with annual and interim recertification paperwork, reporting changes in income and household composition, addressing Housing Quality Standards breach caused by the tenant or guests, and any other requirements the tenant must adhere to under the lease, tenancy addendum, or other Housing Choice Voucher Family Obligations.
2. Mental Health Services- The offering of this service will assist in improving the tenants' mental health, resulting in improved stability, living skills, and social accountability. This may include psychosocial assessments, counseling, and peer support, among other interventions.
3. Health/Medical Services- The offering of this service will assist in access to health care, including preventative treatment is crucial to the improved health and stability of this population as many illnesses and conditions go untreated when experiencing homelessness. This may include routine care/check-ups, medication management, and nutrition counseling, among other forms of health/medical care.
4. Independent Living Skills- The offering of this service will assist individuals with mental illnesses and/or those that have lived without modern amenities for an extended period of time may need assistance in regaining life skills and independence. This may include self-

care, budgeting, paying rent, meal preparation, renter education, personal hygiene, and housekeeping, among other skills.

5. Education- PSH is designed to be permanent housing. However, some individuals will regain a level of independent functioning above the level of support provided in the PSH project. Access to increased education or technical proficiency is one way to assist tenants in graduating from the project and remaining independently and stably housed elsewhere.
6. Employment Services- If a tenant achieves improved independence and stability, and aspires to a more independent living environment, increased income is one way to prepare the tenant for alternative stable housing. Services may include vocational counseling, job placement, and being a liaison between the tenant and employer.
7. Substance Use and Addiction Services- Many chronically homeless individuals live with co-occurring disorders, including substance abuse. Treatment may include relapse prevention, recovery planning, counseling, harm reduction, and inpatient treatment, among services.
8. Transportation- Services, whenever possible, should be delivered on-site; however, other responsibilities and obligations must be met that require off-site travel and/or coordination. These may include program/benefit recertifications, employment, and grocery shopping, among other activities. Transportation resources should be made available to project residents.

Memorandum of Understanding

A Memorandum of Understanding (MOU) must be created to govern the relationship between the Developer/Applicant, property management, and supportive service partner. The proposal response must include a commitment letter from each supportive service partner identifying the type and extent of services to be delivered to the tenants. In the event that a supportive service partner rescinds their commitment the Developer/Applicant must be able to secure a replacement supportive service partner.

Service providers shall have a minimum of five (5) years recent experience in providing supportive services to the specific target population (ie. chronically homeless, deemed most vulnerable, etc.) identified for the proposed project.

XIV. SUBMITTAL REQUIREMENTS

Applicants shall submit **two complete hard copies** of their proposal in a three-ring binder, and **one additional copy** on a compact disc or USB flash drive.

All copies of the proposal must include a signed cover letter. This cover letter must include a declaration that the only person, persons, company, or parties interested in the proposal as principals are named herein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith

without collusion or fraud, and that the signer has full authority to bind the Applicant. It must also include an email address and contact information for the signer.

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The Boise City Housing Authority reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. BCHA's determination will be final and there will be no administrative appeal of BCHA's determination.

XV. APPLICATION CHECKLIST

- Signed cover letter including declaration
- Applicant eligibility documentation
- Site Selection Standards documentation
- Project Design Narrative and documentation
- Development Experience
- Applicant Experience
- Management Experience
- Project Feasibility
- Supportive Services
- MOU

XVI. APPLICANT REQUIREMENTS AND RESPONSIBILITIES

INSURANCE

Prior to undertaking performance of work under this Agreement, the Applicant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. **Commercial General Liability Insurance.** Applicant shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of Applicant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, and property damage, in the total amount of \$1,000,000 per occurrence.
2. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.** Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. **Worker's Compensation Insurance.** Applicant is required to be insured against liability for worker's compensation according to Idaho Labor Code. Prior to commencing the

performance of the work under this Agreement, Applicant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

The following requirements apply to the insurance to be provided by Applicant pursuant to this section:

- a. Commercial general liability and business automobile insurance policies shall (a) name the Housing Authority, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by BCHA; and (c) contain standard separation of insured's provisions. A sample additional insured endorsement is attached hereto as Exhibit B. Applicant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - b. Certificates of insurance shall be furnished to the Housing Authority upon execution of the Contract and shall be approved in form by the Housing Authority General Counsel.
 - c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to BCHA.
4. If Applicant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the Housing Authority with required proof that insurance has been procured and is in force and paid for, the Housing Authority shall have the right, at the Housing Authority's election, to forthwith terminate this Contract. Such termination shall not affect Applicant's right to be paid for its time and materials expended prior to notification of termination. Applicant waives the right to receive compensation and agrees to indemnify the Housing Authority for any work performed prior to approval of insurance by the Housing Authority.

HOLD HARMLESS/ INDEMNIFICATION

To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold harmless the BCHA, its officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Contract (including, without limitation, defects in workmanship and/or materials) or Applicant's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Applicant, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the Indemnified

Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Applicant.

EMPLOYMENT OPPORTUNITIES FOR BOISE RESIDENTS

Applicant shall solicit and advertise employment opportunities to Boise residents. BCHA shall inform the Applicant of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to BCHA for review.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

1. Applicant shall perform all requirements under this contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Applicant warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

ASSIGNMENT

Inasmuch as the Agreement is intended to secure the specialized services of Applicant, Applicant may not assign, transfer, delegate or subcontract any interest herein without the prior written consent of BCHA and any such assignment, transfer; delegation or subcontract without BCHA's prior written consent shall be considered null and void.

JURISDICTION – VENUE

This Contract has been executed and delivered in the State of Idaho and the validity, interpretation, performance and enforcement of any of the clauses of this Contract shall be determined and governed by the laws of the State of Idaho. Both parties further agree that Ada County, Idaho, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

HAP CONTRACT

The purpose of the HAP contract is to provide housing assistance payments for eligible families. For newly constructed housing the HAP contract will be executed after the BCHA has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the Applicant has furnished all required evidence of completion.