

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

**REQUEST FOR PROPOSALS
RFP# 2018 -25REBID**

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

**Due
May 7, 2018
11:00 A.M.**

**To: Mr. Kim Detrick
Agent of ARMDC
100 Ross Street, 2nd Floor - Suite 200
Pittsburgh, PA 15219**

**Request for Proposals for
Green Physical Needs Assessment & Integrated Energy Audit (GPNA)
for Manchester, AMP-72**

TABLE OF CONTENTS

I.	Introduction.....	3
II.	Scope of Services.....	5
III.	Minimum Qualifications.....	12
IV.	General Requirements and Definitions.....	13
V.	Content of Response Documents.....	14
VI.	Evaluation Criteria.....	20
VII.	Procurement and Award Process.....	21

Attachments

- A. Professional Services Contract
- B. General Contract Conditions for Non-Construction (*HUD 5370-C*) and Supplemental General Conditions
- C. Instructions to Offerors – Non-Construction (*HUD 5369-B*)
- D. Certifications and Representations of Offerors – Non-Construction (*HUD 5369-C*)
- E. MBE/WBE Special Participation Summary
- F. Sample MBE/WBE Letter of Intent
- G. Section 3 Clause/Opportunities Plan and related data
- H. Fee Proposal Form
- I. Firm Demographics Form
- J. Request for Taxpayer Identification Number and Certification (IRS W-9)
- K. Manchester Low Income Public Housing (LIPH) Property Listing
- L. HUD 52832 – Physical Needs Assessment Form
- M. Tabs 8 and 34 of the PHFA (2018 Underwriting Application)

SECTION I INTRODUCTION

Allies & Ross Management and Development Corporation ("ARMDC"), an instrumentality of the Housing Authority of the City of Pittsburgh ("HACP"), is issuing this request for proposals for qualified professionals to conduct a Green Physical Needs Assessment & Integrated Energy Audit (GPNA) (hereinafter, "Services") for 86 existing Low Income Public Housing Units ("LIPH") located in the Manchester neighborhood known as, Manchester, AMP-72. A more detailed scope of services is provided in Section II of this Request for Proposals ("RFP").

The United States Department of Housing and Urban Development Department ("HUD") provides the funding for this work through the Capital Fund Program and any recommended work must be in compliance with all rules and regulations of this program and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements.

In addition to the Federal laws, rules and regulations, all services must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations and the Allegheny County and the City of Pittsburgh codes and requirements.

ARMDC seeks proposals from qualified professionals to provide Services and is contemplating the award of a professional service contract for a period of one (1) year whereby ARMDC will authorize the selected professional to perform the Services. **Attachment A** – Professional Services Contract is the form of contract that will be used through this solicitation process.

Any questions regarding this Request for Proposals shall be in writing and directed to:

ARMDC
% HACP
ATTN: Mr. Kim Detrick
Director of Procurement/Chief Contracting Officer
Fax No.: 412-456-5007
Email: Kim.Detrick@hacp.org

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, www.hacp.org

Following are the Key Dates associated with this Request for Proposals:
(*subject to change at ARMDC's discretion through Addenda to solicitation issued as applicable*)

Pre-Submission Conference: **April 27, 2018 at 11:00 A.M.**
ARMDC
% HACP
Development and Modernization Department
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219

Final Submission of Written Questions: **April 30, 2018 at 11:00 A.M.**
ARMDC
% HACP
ATTN: Mr. Kim Detrick
Director of Procurement/Chief Contracting Officer
Fax No.: 412-456-5007
Email: Kim.Detrick@hacp.org

Proposals Due: **May 7, 2018 at 11:00 A.M.**
ARMDC
% Housing Authority of the City of Pittsburgh
ATTN: Mr. Kim Detrick
Director of Procurement/Chief Contracting Officer
Procurement Department
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219

SECTION II

SCOPE OF SERVICES

The selected professional will provide any and all services required for the completion of a comprehensive Green Physical Needs Assessment & Integrated Energy Audit (hereinafter, "GPNA") comprised of a Physical Needs Assessment (PNA) with Integrated Energy Audit (EA) in accordance with applicable regulations (hereinafter "Services") issued by the U. S. Department of Housing and Urban Development (HUD). These services are required for 86 existing LIPH units located in the Manchester neighborhood of the City of Pittsburgh. The GPNA shall represent life cycle needs for an evaluation period of 20 years. The contract is expected to have an overall duration of up to six (6) months.

The Housing Authority of the City of Pittsburgh (HACP) has recently acquired 86 existing LIPH units located in the Manchester neighborhood of the City of Pittsburgh. The original 86 public housing units were completed during the mid to late 1990's in four respective phases - Phases I, II, III and IV, through the HUD HOPE VI program.

The GPNA tool is a stand-alone windows-based Microsoft Access® application, compatible with desktop PCs, and/or network computers. The Physical Needs Assessment (PNA) and Energy Audit will be required to be performed using HUD's PNA tool software. The software and user guide are currently available from the HUD Capital Fund web page as follows:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool.

HUD's regulations require that the GPNA incorporate the recommended Energy Conservation Measures (ECM) from the Integrated Energy Audit (EA). All of the information must be provided in a format prescribed by HUD (including the HUD GPNA Tool) or as generally accepted in the industry.

As ARMDC intends to apply to Pennsylvania Housing Finance Agency (PHFA) for a Low Income Tax Credit (LIHTC) for the funding of the improvements to Manchester, AMP-72, it is imperative that the Offeror further refer to the relevant GPNA and EA specifications cited within Tabs 8 and 34 of the PHFA (2018 Underwriting Application) **Attachment M**.

A. Green Physical Needs Assessment

The selected professional will perform a GPNA of the Manchester, AMP-72 portfolio as listed in **Attachment K**, including common spaces, grounds, and any HACP-owned roadways and related infrastructure including HACP owned utility infrastructure in accordance with all applicable HUD regulations and guidelines for GPNAs. The Services will accomplish a systematic review of all the major physical components of the designated property locations to result in a long-term schedule for replacement of each component and estimated capital costs required to meet the replacement needs. At a minimum, the goal of the GPNA is to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with "as built" conditions to the degree reasonably possible based on available components and building age. The effort should provide ARMDC with the information

necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements.

The specific scope of services to be provided for the Green Physical Needs Assessment includes, but is not limited to the following:

1. Consultation and interviews with HACP/ARMDC staff regarding the history and condition of each property, modernization completed to date, currently planned modernization, any ongoing maintenance issues, existing documents or plans, and information on any existing periodic inspection reviews or testing of building and property systems and components. This is to gain insight into the operation of the properties and to incorporate ongoing needs into the assessment. **NOTE:** Please note that all or almost all of the units are tenant occupied. The selected professional would have to come up with a least intrusive plan to survey and collect data as it relates to the requirements of this RFP. Any needed access to units would have to be coordinated and planned and that adequate notice must be provided to the tenants. The selected professional may have to work independently on their own accord in accessing each of the relevant units after notices have been posted.
2. Consultation with HACP/ARMDC management regarding its long-term plans for each property to identify any plans for demolition, disposition, or redevelopment.
3. Review any plans, building histories, maintenance records, internal or external inspection reports, REAC scores or other documentation that may provide insight into the needs of each property.
4. Review of current and past modernization grants to identify work that has been completed, work that is under way, and work that is planned in the immediate future in order to gain an understanding of HACP/ARMDC approach to physical improvements.
5. Review any environmental assessments, testing reports, or other materials to identify any hazardous materials that may need to be encapsulated or removed.
6. Survey of **all sites** to identify necessary improvements to estimate the remaining useful life of components that include but are not limited to the following:
 - a. site entries and signage
 - b. fencing
 - c. turf
 - d. planting beds, hedges, and other shrubbery
 - e. trees (including major trimming)
 - f. sidewalks
 - g. roadways (if HACP owned)
 - h. parking lots and drives
 - i. lighting
 - j. security cameras
 - k. storm drains
 - l. sewer systems (to the extent they are accessible)
 - m. mailboxes
 - n. trash collection facilities
 - o. electric utility infrastructure
 - p. natural gas utility infrastructure

- q. any other significant site system or component
- 7. Survey of **100% of all common facilities** to identify necessary improvements to estimate the remaining useful life of components. This will include any improvements to ensure accessibility by the mobility impaired or the sensory impaired.
- 8. Survey **100% of major building systems** in any building where major systems serve 6 or more units to identify necessary improvements and to estimate the remaining useful life of components. Components include, but are not limited to:
 - a. building structural components (including interior subflooring)
 - b. roofs and roof decking
 - c. gutters and building drainage systems
 - d. fascia and soffits (including any covering)
 - e. building veneer
 - f. building insulation
 - g. common doors and hardware
 - h. mechanical systems (including any central systems)
 - i. domestic water heating systems
 - j. plumbing systems (supply and drains)
 - k. plumbing fixtures (including faucets)
 - l. electrical service, panels, and wiring
 - m. low voltage systems including telephone, cable, and data
 - n. lighting and any other electrical equipment
 - o. exhaust fans and other ventilation
 - p. emergency systems
 - q. elevators (if applicable)
- 9. Survey of **100% of all common facilities** to identify necessary improvements and to estimate the remaining useful life of components. Components include, but are not limited to:
 - a. building structural components (including interior subflooring)
 - b. roofs and roof decking
 - c. gutters and building drainage systems
 - d. fascia and soffits (including any covering)
 - e. building veneer
 - f. building insulation
 - g. windows, screens, and shutters
 - h. doors, screens, and hardware
 - i. mechanical systems (including any central systems)
 - j. domestic water heating systems
 - k. plumbing systems (supply and drains)
 - l. plumbing fixtures (including faucets)
 - m. electrical service, panels, and wiring
 - n. low voltage systems including telephone, cable, and data
 - o. lighting and any other electrical equipment
 - p. exhaust fans and other ventilation
 - q. cabinetry and countertops

- r. interior doors (including any open closets)
 - s. ceilings, walls, and molding
 - t. emergency systems
 - u. elevators (if applicable)
10. Separate building improvements into the following required categories:
- a. Site
 - b. Infrastructure
 - c. Building Exterior
 - d. Building Systems
 - e. Common Areas
 - f. Units
11. Estimate the remaining useful life (EUL) of each building component and site system to identify the timing for replacement (assuming routine and timely maintenance is performed) during a twenty-year time period. Note: a regulatory compliance review is not required for these units or areas, just a functionality and EUL assessment.
12. Identify and assess the remaining life expectancy of each component and life span of the recommended modernization elements to determine the level of repair necessary to restore each component to optimal condition. The level of repair should be rated using the following categories:
- a. No action required
 - b. Minor action required
 - c. Moderate action required
 - d. Major action required
 - e. Replacement required
13. Estimate the cost of each work item by using industry cost indices and local cost adjustment factors for each component. Work items must be of sufficient detail to identify the component. Blanket work items such as "modernize kitchen" will not be accepted.
14. Incorporate the applicable recommendations in the Energy Audit included in the scope of this RFP in accordance with applicable regulations. These work items must be specifically identified as required by the GPNA Tool instructions.
15. Capital needs should be identified in the following areas, at a minimum:
- a. Replacement Needs
 - b. Refurbishment Needs
 - c. Accessibility Needs
 - d. Marketability/Livability Needs
 - e. Sustainability Needs
16. Identification of any feasible "green", energy improvements, and recommendations to be considered by HACP/ARMDC. This may include the specification of particular building

materials, the installation of solar equipment, other devices, use of construction techniques that promote energy conservation (including the orientation of windows, the use of shades, window films, other strategies when recommending site improvements, and other similar green initiatives).

17. Complete the reporting and data entry requirements in accordance with current/proposed regulation. Services include loading data resulting from GPNA into the GPNA Tool as released by HUD. The GPNA Tool is a standalone Windows-based Microsoft Access® application. Services include providing and loading unit cost data based in industry indices into the GPNA Tool. In addition, a database in excel or a similar program acceptable to HACP/ARMDC will be required for its use so that reports of physical improvement needs and their costs can be generated by any combination of variables collected during inspection. Some of these requirements will include:
 - a. Providing an executive summary summarizing findings and recommendations and introductory background section, summarizing the prior modernization history, the assessment of procedures, methods or assumptions used, approaches in regards to unit prioritization methods, cost estimation, and explanations of the database.
 - b. Assembling a section that gives general information and descriptions of the development; a prose assessment of each site, structure, building envelope, common area, unit interiors, crawl spaces, etc.
 - c. Within each development section include a listing, brief description, recommendation, and cost estimation of each issue or deficiency, by priority.
 - d. A database shall be kept in Microsoft Access, Excel, or a similar program acceptable to HACP/ARMDC. It shall be capable of reporting and sorting data by total variety of the variables used and also able to output in either Excel or Word. This shall be compatible with HUD's GPNA reporting system. This database will be uploaded to this reporting system and provided to HACP/ARMDC upon completion of the final report(s).
 - e. Specific formatting requirements shall be finalized with HACP/ARMDC prior to submission and must comply with HUD form 52832 and other HUD regulations.
18. Additionally, the firm shall provide four (4) bound copies of the assessment report as well as an electronic copy of the entered data.

B. Integrated Energy Audit

The selected professional will also perform an Energy Audit ("EA") for the properties identified in **Attachment K**. Energy Audits must be conducted in accordance with applicable HUD regulations and the recommended Energy Conservation Measures (ECMs) shall be incorporated into the GPNA. The services will accomplish a systematic review of the energy requirements and consumption for designated property locations with the intent to

identify potential opportunities for energy and water savings through improved operational efficiency or more efficient components.

The specific scope of services to be provided for the integrated EA includes but is not limited to the following:

1. Analyze measured utility consumption to identify and evaluate conservation measures that could result in cost effective energy and water conservation, and to evaluate green measures that could result in environmental benefits. It is not an investment grade energy audit but should provide sufficient data and guidance to indicate whether a more comprehensive audit would be useful in determining the potential for greater savings on certain ECMs.
2. The EA will record the incremental cost (the difference in cost for an energy efficient or green component as compared to the cost of a standard component already included in the component replacement schedule) to implement ECMs recommended from an energy audit or other green measures.
3. The EA shall contain at least the following elements in order to integrate energy conservation information into the GPNA Tool:
 - a. A review of property/building data including prior energy audits;
 - b. An assessment of the existing property physical components affecting energy consumption;
 - c. Analysis of fuel, electricity, water bills and usage for at least the HACP held accounts for trend analysis and industry benchmarks;
 - d. An assessment of building operations, maintenance, and resident education as it relates to energy conservation principles;
 - e. Categorization of recommended energy conservation measures into improvements with payback periods of 12 years or less, greater than 12 and less than or equal to 20 years, and more than 20 years;
 - f. Projected cost of ECMs, and where a standard (less energy efficient) building component is available, the projected cost of the standard component and the incremental cost of the ECM;
 - g. Projected annual savings in water consumption;
 - h. Projected annual energy consumption savings in the appropriate energy unit of measurement (i.e.: kilowatt- hours, BTU, gallons, cubic feet etc.) for recommended ECMs;
 - i. Projected annual savings in dollars for recommended ECMs;
 - j. Expected useful life of all ECMs and green measures;
 - k. Identify life cycle costs or savings of all ECMs and green measures including disposal costs and maintenance costs;

1. Energy auditor recommendations for optimal sequencing of ECM implementation for maximum benefit.
4. Identification and evaluation of all energy conservation measures considered which shall include those that have the potential for cost effective implementation. ECMs that shall be considered in the energy audit include those in the following categories:
 - a. Building equipment operation and maintenance (i.e.: repair of plumbing leaks, timely air filter replacements);
 - b. Building envelope (e.g., wall or attic insulation, roofs, storm doors, weatherization, and windows);
 - c. Mechanical equipment and controls (e.g., energy efficient furnaces, air handlers, fans, boilers, hot water heaters, and programmable thermostats);
 - d. Water conservation (e.g., low flow fixtures, alternate irrigation, and grey water);
 - e. Power, lighting systems and controls;
 - f. Appliances (e.g., energy star);
 - g. ECMs which are considered more advanced and which may be considered at the option of HACP include those in the following categories: Fuel conversions; Advanced energy savings technologies;
 - h. Energy generating technologies and renewable energy systems (e.g., solar, geothermal, and cogeneration).

SECTION III MINIMUM QUALIFICATIONS

A. Green Physical Needs Assessment

The minimum requirements for a qualified professional to provide services related to the Green Physical Needs Assessment are as follows:

1. GPNA must be performed by a licensed architect or professional engineer.
2. A minimum of five (5) years of experience and/or successful completion of five (5) engagements performing inspections and assessing the physical condition of multifamily housing properties and determining the long-term capital needs.
3. Demonstrated experience in estimating the cost of improvements and in the use of cost indices.
4. Demonstrated experience in providing similar services to PHAs of similar size and composition within the past three (3) years.
5. Knowledge of applicable construction techniques, building codes, and historical trends in construction practice.
6. Experience in assessing compliance with Section 504 of the Rehabilitation Act of 1973 and Uniform Federal Accessibility Standards.
7. Demonstrated experience in assessing green alternatives including, but not limited to, demonstrated experience, continuing education, or certification by national organizations (i.e. BPI, LEED, or other similarly recognized organization).

B. Integrated Energy Audit

The minimum requirements for a qualified professional to provide services related to the Integrated Energy Audit are as follows:

1. Integrated Energy Audit services must be completed by a licensed architect, professional engineer, or Certified Energy Manager (CEM).
2. A minimum of five (5) years' experience and/or 5 successful engagements inspecting properties and assessing the condition of the building envelope and other energy-related components of multi-family housing properties.
 3. Evidence of certification by nationally recognized organizations (i.e. BPI, LEED, or other similar certifying agency) to assess residential building performance, conduct energy audits, or similar certification. A licensed Professional Engineer overseeing the services is preferred.
 4. Knowledge of applicable regulations and demonstrated experience in conducting Energy Audits for multi-family housing properties.
5. Demonstrated experience in providing the requested services to PHAs of similar size and composition within the past three (3) years.

SECTION IV GENERAL REQUIREMENTS AND DEFINITIONS

A. General Requirements

An Offeror may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by ARMDC.

If an Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient grounds for disqualification. If the selected firm fails to disclose such information, and ARMDC discovers it thereafter, then ARMDC may terminate the contract.

Each Offeror must be in good standing with ARMDC, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.

The Offeror must also be fully licensed and in good standing to perform professional services in the Commonwealth of Pennsylvania and in the City of Pittsburgh.

B. Definitions

“Good Standing” means the Offeror has performed to HACP/ARMDC’s satisfaction by scoring an aggregate average of 3 points on an Evaluation completed by HACP/ARMDC on any HACP/ARMDC project and is not suspended, debarred or otherwise lawfully excluded from doing business with any Federal, State or Municipal entity.

SECTION V CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the **Professional Services Contract for Green Physical Needs Assessment & Integrated Energy Audit (GPNA) for Manchester, Amp-72** provided in **Attachment A**; the **HUD-5370C**, General Conditions for Non-Construction provided in **Attachment B**; and the **HUD-5369B**, Instructions to Offerors, Non-Construction provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD or flash drive. **In a separate sealed envelope** submit one (1) original paper, one (1) paper copy and (1) electronic copy in .PDF format of the fee proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter) including contact name and telephone number.
2. Type of Organization: Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Organizational Certifications:
 - a. Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - b. Applicable Licenses/Certifications.
 - c. A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the Services requested in this RFP. Describe the types of activities and/or previous undertakings that qualify the Offeror for selection. Include a list of projects in which the Offeror has performed services similar to those described in this Request for Proposals. Such listing shall include at least the following information:

1. Name of the contracting entity.
2. Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has firsthand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
3. Original and final cost of each project and the amount of any change orders on each project or contract (if multiple primes were involved on each project).
4. Provide a sample of similar work product produced.

C. Offeror's Capacity

Provide information demonstrating ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of ARMDC's goals and objectives as described in this solicitation. Specifically, please describe the Offeror's Capacity as follows:

- a. Staff resources, office facilities, equipment, etc.
- b. Listing of ALL current or completed **HACP and/or ARMDC related** projects, the Initial Contract Value, Change Orders, if any, and Final Contract Value. If the project was not

completed within budget, please explain the circumstances or justification for the change order(s).

- c. Listing of ALL other current/planned work & their dollar value(s).

D. Proposed Staffing and Sub-consultants' Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants that will provide services under the contract resulting from this RFP:

1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
2. Description of the Scope of Services for at least three (3) projects on which the Staff and/or sub-consultant have provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project.
3. Description of the intended management of the proposed Staff in order to ensure that the services are being provided in an efficient manner.

E. Methodology

Provide a detailed description of the proposed services that will be provided under the contract resulting from this RFP. Any information outlining the proposed approach and methodology will assist in the evaluation of scope, including but not limited to:

1. Project Approach: Provide a brief narrative of the Offeror's approach to the services described in this RFP.
2. Schedules: Provide a proposed schedule for completing the GPNA identified herein detailing the components of the approach and timeframes for completion of each component.
3. Availability: Describe the availability of the Staff proposed and the amount of time that will be provided for each component throughout the proposed schedule.

F. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors – Non-Construction (HUD 5369-C) provided in **Attachment D**.

G. Minority and Women Business Participation

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with ARMDC's established thresholds of 25% Minority-owned Business Enterprise and 10% Woman-owned Business Enterprise participation. Also, complete the table provided in **Attachment E** and include with your proposal. Proposals must demonstrate how the Offeror intends to meet or exceed these goals.

ARMDC MBE and WBE Goals. It is the policy of HACP/ARMDC to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts led by HACP and/or ARMDC. In accordance with Executive Order 11625, HACP/ARMDC has established a minimum threshold of twenty-five percent (25%) of the total dollar amount for MBE utilization in this contract. HACP has established a ten percent (10%) minimum threshold for participation of WBEs, and, HACP/ARMDC strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP/ARMDC contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in

commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

Proposals submitted in response to this solicitation **MUST** include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP/ARMDC's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the Offeror must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with ARMDC or lesser number if the Offeror provides documentation that ten (10) certified MBE and ten (10) certified WBE subcontractors could not be identified. Each Offeror shall certify as to the same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. **Any bid or proposal received that does not contain such certification and back-up documentation acceptable to ARMDC shall be deemed non-responsive by ARMDC.**

If you have any questions regarding the ARMDC MBE/WBE goals please contact Mr. Anthony Mannella, MBE/WBE Compliance Specialist, by e-mail at Anthony.mannella@hacp.org or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 456-5000, ext. 8506.

H. MBE/WBE Letter of Intent

Complete a Letter of Intent for each MBE/WBE firm contacted. A sample letter is provided in **Attachment F**.

I. Section 3 Participation

Provide a written plan that describes ways the Offeror will fulfill Section 3 Participation to comply with HUD and HACP's Section 3 requirements. Also, refer to the Section 3 Clause and complete the forms provided in **Attachment G** and include with your proposal. Proposals must demonstrate how the Offeror intends to meet or exceed these goals.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

To comply with the Act HACP/ARMDC requires its vendors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by the vendors working on contracts partially or wholly funded with HUD monies. HACP/ARMDC shall examine and consider an Offeror's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any procurement (RFP, RFQ or IFB) HACP/ARMDC will require submission of the **Section 3 Opportunities Plan and roster of current employees**, **and certification** that the Offeror will comply with the requirements of Section 3.

HACP/ARMDC, in accordance with applicable laws and regulations, has established employment and training goals that Offerors and subcontractors are expected to meet in order to comply with Section 3 requirements. The goal is that thirty percent (30%) of the aggregate number of new hires in any fiscal year shall be Section 3 eligible. It is the vendor's responsibility to implement progressive efforts to attain Section 3 compliance. HACP/ARMDC, in accordance with applicable laws and regulations, has established a hiring and/or training requirement for vendors. This requirement establishes a sliding scale threshold based upon contract size for the value of Section 3 hiring and/or training to be achieved by the vendor. In the event that the threshold level cannot be achieved through hiring by the vendor and/or subcontractors, the vendor may either a) incur the cost of employment and related skill training provided to residents in amounts commensurate with the sliding scale amount, or b) make a cash contribution to the HACP's non-profit Education Fund in an amount commensurate with the sliding scale amount.

HACP/ARMDC will provide assistance to vendors and Offerors in identifying qualified and eligible Section 3 residents and businesses, and has established procedures for monitoring vendor compliance.

The Section 3 Program Manual, as may be revised from time to time, contains information on this policy, and the requirements, procedures, forms, and assistance opportunities that have been established to implement this policy.

Below are HACP Section 3 Guidelines as listed in the Program Manual:

RESIDENT HIRING SCALE	
TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

A copy of HACP's Section 3 Program Manual is available for download at <http://www.hacp.org/business-opportunities/section-3-business-concerns-faq>

Any bid or proposal received that does not contain such Section 3 Opportunities Plan and related data acceptable to HACP shall be deemed non-responsive by HACP/ARMDC.

If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Mr. Lloyd Wilson, Resident Employment Manager/Section 3 Coordinator, by e-mail at lloyd.wilson@hacp.org or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 395-3950, ext. 1048.

J. Fee Proposal

In a separate, sealed envelope, provide the Offeror's Fee Proposal, in the format of **Attachment H** to complete the services described in this Request for Proposals and the Offeror's Proposal. The Fee Proposal should identify the unit pricing for the line items provided. The unit pricing includes all hours and expenses, including overhead, necessary to perform the services. It is noted that the Fee Proposal will be evaluated separately as discussed in Section VII.

K. Firm Demographics

Provide demographic description of all employees of your firm using the table provided in **Attachment I**.

L. Instructions to Offerors Non-Construction

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* attached hereto as **Attachment C**.

M. Execution of Professional Services Contract

Each Offeror must review the Professional Services Contract included as **Attachment A** and the General Contract Conditions Non-Construction (HUD 5370-C) and Supplemental General Conditions included as **Attachment B**. Each Offeror must sign the Professional Services Contract and return it to HACP/ARMDC as a part of its proposal. By signing this Professional Services Contract, if HACP/ARMDC accepts and signs the Professional Services Contract, the Professional Services Contract shall be binding on both parties.

N. TIN/W-9 Form

Complete a W-9 Request for Tax Payer Identification Number and Certification, as provided in **Attachment J**.

SECTION VI EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Experience of Firm: **Maximum 15 points**
Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Proposals.

Experience of Proposed Staff: **Maximum 20 points**
Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing services described in this Request for Proposals.

Capacity: **Maximum 15 points**
Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation.

Proposed Fee: **Maximum 20 points**
Proposed unit pricing and level of service are reasonable and appropriate in relation to the services requested.

Methodology: **Maximum 15 points**
The Offeror's proposed methodology is reasonable and logical and will ensure that HACP/ARMDC's requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

MBE/WBE Participation: **Maximum 10 points**
Demonstrated experience and/or commitment of the Offeror to assist HACP/ARMDC in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

Section 3 Participation: **Maximum 5 points**
Demonstrated experience and/or commitment of the Offeror to assist HACP/ARMDC in meeting its requirements and goals related to Section 3.

Deductions
Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

SECTION VII PROCUREMENT AND AWARD PROCESS

Pursuant to 2 C.F.R. Section 200.320(d) (formerly 24 C.F.R. Section 85.36(d)(3)), the Professional Services are being procured for the services described in Section II (Scope of Services) of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **April 27, 2018 at 11:00 A.M., at the Development & Modernization Department, 100 Ross Street, Suite 200, Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP/ARMDC representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

All prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail/return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conference and/or receive the solicitation materials. Amendments are also available for download from the Business Opportunities Section of the HACP website, www.hacp.org.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required, thus enabling them to submit Responses. No claim whatsoever and/or change orders will be accepted arising out of consultant's failure to familiarize themselves with the scope of services and the various locations and types of HACP properties prior to submitting responses.

C. Submission of Proposals and/or Amendments to Proposals; Deadlines

Proposals may be hand-delivered or sent by certified or registered mail/return receipt requested, to the following:

ATTN: Mr. Kim Detrick
Director of Procurement/Chief Contracting Officer
ARMDC
% Housing Authority City of Pittsburgh
Procurement Department
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **May 7, 2018 at 11:00 A.M.**, regardless of the selected delivery mechanism.

Proposals will be date-time stamped immediately upon receipt at HACP/ARMDC to document their timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a Proposal must be received before the specified Proposal due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

D. Evaluation and Award Process

HACP/ARMDC staff will review each Proposal to determine if it is complete and if it is responsive to this Request for Proposals. HACP/ARMDC may allow Offerors to correct minor deficiencies in their Proposals that do not materially affect their Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP/ARMDC Evaluation Committee. HACP/ARMDC Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section VI of this Request for Proposals. **Only Offerors whose proposals obtain a ranking of 75 points or above, are determined to be responsive and responsible and in the best interest of the HACP/ARMDC will be considered for contract award.**

HACP/ARMDC reserves the right to interview selected Offerors, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

HACP/ARMDC will perform a responsibility review of the highest-ranked Offeror(s), which shall include reference and financial background checks.

HACP/ARMDC shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of award or of the intent to award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts which have a potential value of \$25,000.00 and greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP/ARMDC contracts which have a potential value of \$50,000.00 and greater is subject to approval by the ARMDC Board of Commissioners and the selected firm may be required to appear before the ARMDC Board of Commissioners.

**Request for Proposals
GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT A

**Professional Services Contract
and
Exhibits C, D, E, F Attached Thereto**

**PROFESSIONAL SERVICE CONTRACT
FOR
Green Physical Needs Assessment & Integrated Energy Audit (GPNA) for Manchester**

This Agreement is made as of _____ between ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 ("ARMDC"), and _____, having its principal office at _____ ("Consultant").

PREAMBLE

ARMDC desires the Consultant to provide Green Physical Needs Assessment & Integrated Energy Audit (GPNA) for Manchester.

Consultant desires to provide to the ARMDC Green Physical Needs Assessment & Integrated Energy Audit (GPNA) for Manchester.

AGREEMENT

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Incorporation by Reference.** ARMDC's Request for Proposals RFP #2018-25, including all Attachments and Addenda, the Consultant's Proposals submitted in response to this Request for Proposals, and all negotiated modifications to the Consultant's response to the Request for Proposals are hereby incorporated into this agreement by reference as if fully set forth herein.

2. **Engagement.** ARMDC hereby engages Consultant to render the services associated with performance of Green Physical Needs Assessment ("GPNA") for Manchester, AMP-72 owned by the HACP as set forth in the Request for Proposals (the "Services").

Consultant hereby accepts such engagement and covenants that Consultant will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by ARMDC and Consultant.

It is understood that the Consultant's Services shall be rendered at such times and places as directed by ARMDC.

ARMDC may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the rates or the time required for performance of the Services, ARMDC shall make an equitable adjustment in the rates and the time required for performance of the Services, and shall modify this Agreement accordingly.

3. **Consultant Conflicts.** Consultant agrees that neither Consultant nor its employees shall, directly or indirectly, engage in any activity, which would detract from Consultant's ability or

its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Consultant is charged with the responsibility to promptly disclose to ARMDC any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of ARMDC, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Consultant may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event Consultant is or becomes aware of a conflict of interest and fails to disclose the conflict to ARMDC; ARMDC may immediately terminate this Agreement pursuant to paragraph 8(ii)(b) hereof.

4. **Compensation.** This contract is a requirements type contract with a maximum value of \$ _____. The ARMDC agrees to pay Consultant for the Services per **ATTACHMENT G**. No work or expenses for which an additional cost or fee will be charged by Consultant shall be furnished without the prior written consent of ARMDC.

Consultant shall submit invoices to ARMDC upon successful completion of each task order, which invoices shall include an itemization of the hours expended by Consultant and Consultant's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to ARMDC.

ARMDC shall use its reasonable business efforts to process and pay each such invoice within 30 days of its receipt.

5. **Term.** The Services under this Agreement shall commence on the date of this agreement as of its execution by the ARMDC/HACP's Contracting Officer. The Contract term shall expire within One (1) year of the contract execution unless sooner terminated as provided herein. ARMDC, at its discretion, may extend the contract term for One (1) additional year.

6. **Consultant's Obligations.** Consultant shall comply with the following:

(a) If requested, Consultant will submit monthly written narrative progress reports to the ARMDC. Consultant shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

(b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.

(c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Consultant is a non-profit organization incorporated or registered to do business in Pennsylvania under the laws of the Commonwealth of Pennsylvania, Consultant shall provide a copy of its annual Audit or Review, whichever is required by the Pennsylvania Bureau of Charitable Organizations.

(d) If Consultant is a Sub-recipient or pass-through entity, Consultant must comply with applicable regulations pertaining to this Agreement.

7. **Insurance.** Consultant will obtain and maintain the following insurance with insurers reasonably acceptable to ARMDC (a) workers' compensation insurance at the statutory limit, (b) professional liability insurance with a limit of not less than \$1,000,000 per occurrence, (c) comprehensive general liability insurance including bodily injury with a limit of not less than \$100,000 each person, \$300,000 each occurrence and property damage \$500,000 each occurrence, (d) automobile liability insurance in statutory amounts. ARMDC/HACP shall be named as an additional insured on each of such liability policies. Consultant shall deliver to ARMDC certificates evidencing such policies prior to the commencement of the Services, and shall deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against ARMDC.

8. **Termination.**

(i) ARMDC may terminate this Agreement for convenience upon 30 days' prior written notice to the Consultant.

(ii) This Agreement shall terminate automatically without notice upon the occurrence of any of the following events:

- (a) A material breach of this Agreement by Consultant;
- (b) Consultant or Consultant's employees engaging in conduct materially injurious to the ARMDC or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;
- (c) Consultant's refusal to substantially perform the Services;
- (d) Consultant becomes insolvent or makes a general assignment for the benefit of creditors; or
- (e) Consultant files a petition in bankruptcy or such petition is filed against Consultant.

ARMDC shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) ARMDC may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable for any additional costs incurred by ARMDC. ARMDC may withhold any payments to Consultant, for the purpose of set-off or partial payment, as the case may be, of amounts owed to ARMDC by Consultant.

9. **Minority/Women Participation.** Consultant shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with

federal funds provided under this contract. In this regard, Consultant shall take all necessary steps in accordance with 2 CFR 200.321 (formerly 24 CFR 85.36(e)), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Consultant to carry out the requirements set forth in 2 CFR 200.321 (formerly 24 CFR 85.36(e)) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or ARMDC, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purposes hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to ARMDC. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to ARMDC.

In the event of a contractor's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, ARMDC, at its discretion, may exercise any one or more of the following rights and remedies:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. recover from the Consultant, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the Consultant fails to comply with the contract, the sum being fixed and agreed upon by and between Consultant and ARMDC because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which ARMDC would sustain in the event of such a breach
- iii. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

10. Acceptance of the Services. ARMDC has the right to review and/or require correction of any Services provided by Consultant. Consultant shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by ARMDC

does not indicate acceptance of Services provided. Further, the ARMDC reserves the right at any time to reject or disapprove any Service provided. If Consultant fails to make the necessary corrections within a reasonable time after notice to do so from the ARMDC, or if the submission of any corrected Service remains unacceptable, the ARMDC may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) hereof or reduce the rate(s) to reflect the reduced value of the Services provided.

11. **Confidential Information.** Consultant agrees that Consultant will not knowingly reveal to a third party or use for Consultant's own benefit, either during or after the term of this Agreement, without the prior written consent of ARMDC, any confidential information pertaining to the business and affairs of ARMDC, its officers, employees and directors obtained while working with ARMDC except for information clearly established to be in the public record.

12. **Representation and Warranties of Consultant.** Consultant hereby represents and warrants to ARMDC that Consultant is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Consultant's ability to perform the Services or which would be breached by Consultant's execution and delivery of this Agreement or by the performance of the Services.

13. **Indemnification.** Consultant agrees to indemnify and hold ARMDC harmless from any and all claims, damages, liabilities, costs and expenses (collectively "Claims") arising out of or in connection with Consultant's or its employees' performance of the Services on behalf of ARMDC.

14. **Independent Consultant.** Consultant shall perform the Services hereunder as an independent Consultant and not as an agent or employee of the ARMDC. Consultant shall be responsible for paying any and all required Federal, state or local taxes arising from the performance of the Services. Consultant agrees to remove any employee from the performance of the Services at the request of ARMDC.

15. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. ARMDC shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Consultant under this Agreement.

16. **Inspections; Work Product.** Pursuant to CFR 200.326 Appendix II (formerly 24 CFR 85.36(i)(10) and (11)), access shall be given by Consultant to ARMDC, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after ARMDC makes final payment and all other pending matters on which Consultant performed Services are closed.

All work product produced by Consultant, including Consultant's employees, in accordance with this Agreement shall become the sole property of ARMDC in perpetuity. "Work product" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that ARMDC may reproduce any such work product without

modifications and distribute such work product without incurring obligations for additional compensation to Consultant.

17. **Return of ARMDC Property.** Promptly after termination of this Agreement, Consultant shall return and shall cause its employees to return to ARMDC all property of the ARMDC then in Consultant's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. ARMDC's obligation to make final payment to Consultant following termination, including without limitation accrued but unpaid fees under paragraph 4 hereof, shall be contingent upon Consultant's compliance with this paragraph.

18. **Third Party Solicitation.** Consultant warrants that Consultant has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

19. **Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Consultant shall execute and deliver to ARMDC a final release ("**Release**"), in a form acceptable to ARMDC, of all claims against ARMDC by Consultant under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Consultant in stated amounts set forth therein.

20. **Disputes.** All disputes arising under or relating to this Agreement shall be resolved in accordance with this paragraph. All claims by Consultant shall be made in writing and submitted to ARMDC. Within 60 days after receipt of any claim ARMDC shall render a written decision concerning such claim. Unless Consultant, within 30 days after receipt of ARMDC's decision, notifies ARMDC in writing that Consultant takes exception to such decision, the decision shall be final and conclusive.

Provided Consultant has (a) given written notice within the time specified in this section 19, (b) excepted Consultant's claim relating to such decision from the Release and (c) brought suit against ARMDC not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after ARMDC has made a written request to Consultant to submit a final voucher and deliver the Release, whichever is earlier, then ARMDC's decision shall not be final and conclusive, but the dispute shall be determined on the merits only by a state or federal court located in Allegheny County, Pennsylvania.

21. **Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to ARMDC:	Noor IsMail Allies & Ross Management and Development Corporation C/O Housing Authority of the City of Pittsburgh 100 Ross Street, 2 nd Floor - Suite 200 Pittsburgh, PA 15219
--------------	--

If to Consultant:

22. **Compliance with Law.** Consultant shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of ARMDC and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- (a) Non-Debarment Certificate (Exhibit C)
- (b) Certification re: Lobbying (Exhibit D)
- (c) Disclosure of lobbying activity (Exhibit E)
- (f) Conflict of Interest (Exhibit F)

23. **Transfer by Consultant.** Consultant shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

24. **Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the ARMDC, its successors and assigns.

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES CONTRACT**

**ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION**

By: _____ Date _____

Printed Name: Mr. Kim Detrick

Title: Agent

Witness _____ Date _____

Printed Name: _____

CONSULTANT

By: _____ Date _____

Printed Name:

Title:

Witness _____ Date _____

Printed Name: _____

**EXHIBIT A
SCOPE OF SERVICES**

Consultant shall provide the services referenced in RFP Section II Scope of Services, the Offeror's Proposal as accepted by ARMDC, and any Addenda issued and made a part hereof.

**EXHIBIT B
FEE SCHEDULE**

ARMDC shall compensate Consultant for all Services based on Attachment H, Fee Proposal of RFP #2018-25REBID to be incorporated herein.

Total Not-To-Exceed Amount: _____ **\$**

EXHIBIT C
CERTIFICATION OF PROPOSER
REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer)_____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer)_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT D
CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of _____ that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature and Title of Authorized Official

Approved by OMB 0348-0046

EXHIBIT E
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime. Congressional District, if known: _____
6. Federal Department/Agency: _____		6. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI): _____
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (1/96)

Authorized For Local Production Standard Form LLL (1/9)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

EXHIBIT F
CONFLICTS OF INTEREST

_____ (Contractor") certifies that:

1. No employee, officer, or agent of Allies & Ross Management Development Corporation (ARMDC) participated in the selection, or in the award or administration of the Contractor's Agreement with ARMDC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an ARMDC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with ARMDC.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of ARMDC during his or her tenure not for one year thereafter shall any officer, agent or employee of ARMDC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT B

General Contract Conditions for Non-Construction (HUD 5370C)

ATTACHMENT B.1

Supplemental General Conditions

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and
Development

Office of Public and Indian

Office of Labor

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

ATTACHMENT B.1 – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

Allies and Ross Management and Development Corporation (ARMDC)
An instrumentality of the Housing Authority of the City of Pittsburgh ("HACP")

Date: _____

Signature: _____
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: _____

Signature: _____

Title: _____

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT C

Instructions to Offerors – Non-Construction (HUD 5369B)

**Instructions to Offerors
Non-Construction**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT D

**Certifications and Representations of Offerors –
Non-Construction (HUD 5369C)**

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT E

MBE/WBE Special Participation Summary

ATTACHMENT E**MBE/WBE Participation Plan****I. SMALL BUSINESS PARTICIPATION**

Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Bidder classified as a Minority Business Enterprise?

Yes _____ No _____

If "No", are any Subcontractors classified as Minority Business enterprises?

Yes _____ No _____

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes _____ No _____

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

****All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT F

Sample MBE/WBE Letter of Intent

ATTACHMENT F

DATE

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of ARMDC Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to Allies & Ross Management and Development Corporation (ARMDC).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: _____

Estimated Dollar Value: _____

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT G

**Section 3 Clause
Section 3 Opportunities Plan
and related data**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

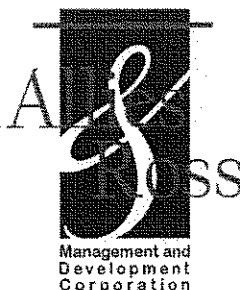
C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____
 SPECIFICATION OR RFP/IFB/RFP NUMBER: _____
 SPECIFICATION OR RFP/IFB/RFP TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the ARMDC Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and ARMDC.

The preference of ARMDC/HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, ARMDC has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

☐ Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.

The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. Contact the ARMDC c/o HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1118.

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low income HACP Residents (LIPH) and/or
- (8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)

SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:					SPEC or RFP NUMBER:		
JOB TITLE (1)	# NEEDED (2)	NUMBER OF POSITIONS			TO BE FILLED (6)	HIRING REQUIREMENT	
		TOTAL (3)	LIPH (4)	ARLIS (5)		LIPH (7)	ARLIS (8)

LIPH – HACP low income public housing resident

ARLIS - Area Residents of Low/Very Low Income Status -- (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the ARMDC c/o HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

SECTION 3 OPPORTUNITIES PLAN

[] Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____

In a one (1) page letter on your firm's letterhead:

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the ARMDC c/o HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

- 1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- 2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the ARMDC c/o HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposals. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT H

Fee Proposal Form

HACP Community Name	AMP	No. of Bldgs.	Bldg. Type	Total Units within the Community	No. of Units to Survey	No. of Non-Dwelling Bldgs.	No. Non-Dwelling Structures to Survey	Unit Price Per Community	Total Fee
Single-family	72	48	SF	-	48	0	0	\$	\$
Multi-family	72	8	WU	-	38	0	0	\$	\$
Subtotals		56		0	86	0	0	Grand Total Fee	\$

LEGEND	NOTES
WU- Walkup/Multifamily Apt (Shared Entrance) SF - Single Family Detached SD - Semi Detached D - Duplex R - Row or Town House Style B - Building/Elevator	The Unit Price column should reflect any/all hours, expenses, including overhead/profit, necessary to perform the total services of the GPNA per community line item. The Total Fee column is comprised of the Unit Price x No. of Units to Survey & No. of Non-Dwelling Structures to Survey & is to be shown per community line item. The Grand Total Fee shall equate to the sum of the total fee per community line item.

Company Name: _____

Vendor Signature: _____

Vendor Name Printed: _____

Phone # _____ Fax # _____

Email: _____

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT I

Firm Demographics Form

ATTACHMENT G - Firm Demographics

	All employees	Male								Female							Total # of American Minorities
		White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	
Partner																	
Associate																	
Professional																	
Secretarial																	
Clerical																	
Other																	
Total																	

Explain all other American Minority:

Be certain that the numbers in this table are accurate and add up correctly.

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT J

Request for Taxpayer Identification Number and Certification (IRS W-9)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT K

Manchester, AMP-72 LIPH Portfolio Property Listing

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT L

HUD 52832 – Physical Needs Assessment Form

Physical Needs Assessment
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(exp. 1/31/2014)

HA Name				<input type="checkbox"/> Original <input type="checkbox"/> Revision Number _____		
Development Number		Development Name			DOFA Date or Construction Date _____	
Development Type		Occupancy Type		Structure Type	Number of Buildings	
Rental	<input type="checkbox"/>	Family	<input type="checkbox"/>	Detached/Semi-Detached	Current Bedroom Distribution 0 _____ 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 5+ _____	
Turnkey III - Vacant	<input type="checkbox"/>	Elderly	<input type="checkbox"/>	Row		Total Current Units _____ %
Turnkey III - Occupied	<input type="checkbox"/>	Mixed	<input type="checkbox"/>	Walk-Up		
Mutual Help	<input type="checkbox"/>			Elevator		
Section 23, Bond Financed	<input type="checkbox"/>					
General Description of Needed Physical Improvements					Urgency of Need (1-5)	
Total Preliminary Estimated Hard Cost for Needed Physical Improvements					\$ _____	
Per Unit Hard Cost					\$ _____	
Physical Improvements Will Result in Structural/System Soundness at a Reasonable Cost					Yes <input type="checkbox"/> No <input type="checkbox"/>	
Development Has Long-Term Physical and Social Viability					Yes <input type="checkbox"/> No <input type="checkbox"/>	
Date Assessment Prepared						
Source(s) of Information						

Public reporting burden for this collection of information is estimated to average 35 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information requires that each eligible applicant submit comprehensive plan information to HUD every six years in order to receive its annual formula grant. This information will be used by HUD to determine whether the comprehensive plan/annual submission meets statutory and regulatory requirements for the annual formula grant. Responses to the collection are required by Section 14(e)(1)(A) and (C) of the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

Instructions for Preparation of Form HUD-52832—Physical Needs Assessment

Report Submission: Prepare a separate form HUD-52832 for each development in the HA's inventory, which is eligible for Comprehensive Grant Program (CGP) funding, for all HA-wide nondwelling needs, e.g., maintenance equipment, and for any development needs. Submit these forms to HUD as part of the submission of the original Comprehensive Plan in the first year of participation in the CGP and every sixth year when a complete revision of the physical needs assessment is required. On an as-needed basis, submit a revised form where physical needs have significantly changed since the last needs assessment and the HA wishes to include these needs in the Five-Year Action Plan. Developments which are contiguous and treated as one development for management purposes may be grouped together on a single form.

Heading Instructions:

HA Name. Enter the HA name.

Original or Revision Number. Self Explanatory. Every sixth year a new original is prepared.

Development Number. Enter an 11-digit alpha numeric code as follows: two-digit State code (alpha); two-digit Field Office code (numeric); P for Public Housing or B for Indian Housing; three-digit HA number (numeric); and three-digit development number (numeric). For example, VA05PO36001. In lieu of a development number, enter "HA-wide" for physical needs that are HA-wide in nature.

DOFA Date. Enter the Date of Full Availability (DOFA).

Construction Date. For acquired developments enter the actual date of construction or for scattered sites, the average date of construction of all buildings. **Note:** When the construction date is provided, this date will be used in lieu of the DOFA, subject to a 50-year cap.

General Characteristics. Check the appropriate box that describes the type of development, the type of occupancy, and the type of structure. CGP funds may be used to provide for modernization activities in Turnkey III units that are vacant or non-homebuyer occupied, or to provide for limited activities in homeowner-occupied units as long as the work is completed prior to conveyance.

If Turnkey III - Vacant is checked, indicate the number of vacant or non-homebuyer-occupied units planned for substantial rehabilitation next to the box and circle "V". By so doing, the HA indicates that: (1) the proposed modernization will result in bringing the identified units into full compliance with the homeownership objectives under the Turnkey III Program; and (2) the HA has homebuyers who both are eligible for homeownership, in accordance with the requirements of 24 CFR Part 904 for PHAs or 24 CFR Part 950, Subpart G, for IHAs, and have demonstrated their intent to be placed into the Turnkey III units proposed to be substantially rehabilitated.

If Turnkey III - Occupied is checked, indicate the number of Turnkey III units which are paid off, where work will be performed to meet statutory or regulatory requirements next to the box and circle "O".

Number of Buildings. Enter the number of buildings containing dwelling units.

Current Bedroom Distribution. Enter the current number of units for each bedroom size.

Vacant Units. Enter the number of vacant units as of the date this form is prepared and the percentage of vacant units to the total number of units in the development.

Total Current Units. Enter the number of units in this development under ACC.

Column Instructions:

General Description of Needed Physical Improvements. Enter a general description of all unfunded physical improvements that must be undertaken

to bring the development (dwelling and nondwelling structures, dwelling and nondwelling equipment, and site) up to a level at least equal to the modernization and energy conservation standards and to comply with other program requirements. Also, include any replacements of equipment, systems and structural elements that will be needed, assuming routine and timely maintenance, within the next five years. Enter only physical improvements that are eligible for CGP funding. Do not enter any physical improvements already funded by CIAP or other sources which the HA plans to complete. However, enter physical improvements currently funded under CIAP where the HA plans to reprogram CIAP funds for other work under the CGP.

On a separate form, include any unfunded physical improvement needs for HA-wide nondwelling structures and equipment. Also, include any replacements/rehabilitation of nondwelling structures and equipment that will be needed, assuming routine and timely maintenance, within the next five years.

Describe the proposed improvements in broad categories, such as kitchens, bathrooms, roofs, electrical systems, heating systems, landscaping, nondwelling structures, lead-based paint abatement, physical accessibility, maintenance facility, computer hardware, etc. Include all broad categories of needed work without regard to the availability and/or source of funds.

If there are no current needs and the HA does not anticipate any replacement needs within the next five years, enter a statement to that effect in this section. Such a statement does not preclude the HA from amending the needs assessment at any time within the five-year period if unforeseen needs arise or from identifying new needs which have occurred when the needs assessment is revised every sixth year.

Urgency of Need. For each broad category of work identified under the General Description of Needed Physical Improvements, enter a number that corresponds to the urgency of the need on a HA-wide basis, with "1" reflecting the most urgent need and "5" reflecting the least urgent need. Assign a "1" to activities required to correct emergency conditions and to meet statutory or other legally mandated requirements, such as physical accessibility.

Total Preliminary Estimated Hard Cost for Needed Physical Improvements. Enter the total preliminary estimated hard cost for the broad work categories listed in the General Description of Needed Physical Improvements; excluding any management improvements, administration, architectural/engineering fees, relocation or other soft costs.

Per Unit Hard Cost. Divide the Total Preliminary Estimated Hard Cost for Needed Physical Improvements by the total number of current units in the development and enter the per unit hard cost.

Physical Improvements Will Result in Structural/System Soundness at a Reasonable Cost. Check Yes or No. For cost reasonableness, the preliminary estimate of hard costs for work proposed at the development shall be 90 percent or less of Total Development Cost (TDC).

Development Has Long-Term Physical and Social Viability. Check Yes or No as to whether the HA has determined that the development has long-term physical and social viability. **Note:** If No is checked, attach the viability analysis and an explanation of what actions are proposed regarding the nonviable development.

Date Assessment Prepared. Self-explanatory.

Source(s) of Information. Identify the source(s) of information used to develop the General Description of Needed Physical Improvements. Retain such information in HA files (1) as supporting documentation for the needs assessment, (2) for post-review by HUD, or (3) for submission to HUD upon request.

Request for Proposals

**GREEN PHYSICAL NEEDS ASSESSMENT (GPNA)
& INTEGRATED ENERGY AUDIT
FOR MANCHESTER REBID**

ATTACHMENT M

Tabs 8 and 34 of the PHFA (2018 Underwriting Application)

Tab 8 Architect's/Applicant's/Consultant's Certifications

The certification form must be completed and signed by the design architect and applicant verifying the inclusion of all the amenities and requirements outlined in the threshold criteria. If seeking points for meeting Passive House requirements, the Passive House Certification must be signed by the Passive House consultant and a copy of the consultant's Passive House certification must be provided in this Tab.

If an applicant is requesting points in ranking for any of the development amenities outlined in the Selection Criteria, the certification form must be completed and signed by the design architect and applicant verifying the inclusion of the amenities in the development.

Energy Rebate Analysis (ERA) – A preliminary/draft explanation of all rebates that may be available for the project with estimated rebate amounts must be submitted with the application. The estimated rebate amount will be considered a source and used to size tax credit awards, and must be included on the Certification of Subsidies at Tab 20. The energy rebate is not basis eligible and will be removed from basis on a tax credit development. Prior to closing, the Applicant and general contractor will be required to submit an updated ERA which includes: a) a list of eligible utility company, local, regional, state, or federal rebate programs, b) recommendations of applicable rebates to be included with estimated rebate amounts or estimated tax credit amounts, c) calculations, energy models, or other technical data to support recommendations, d) letters, program data information, or other documentation from utility providers to support noted programs, and e) if renewable energy strategies are proposed, a cost-benefit analysis. Available rebates shall be listed below and submitted in the application. Please Note: As the rebates available may continue to change even post-closing, an updated form will be required at the time of the Agency's subsequent reviews including but not limited to Carryover 10% and Placed-in-Service/Cost Certification.

Design Architect's/Applicant's Certification
Of Selection Criteria

The Agency has requested certain certifications from the architect and applicant in connection with the submission of an application.

Development: _____

The development referenced above includes the following physical characteristics, design amenities, and other provisions for ranking points consideration. **(Initial all that apply.)**

Development Characteristics

Energy Conservation/Green Building

As the design architect, I hereby certify that I either have designed or will design the referenced development to include the following energy conservation and sustainability measures.

Smart Site Selection - The development is located on, or is a(n):

_____ Brownfield (A former industrial or commercial property on which redevelopment or reuse is complicated by the presence of a hazardous substance, pollutant or contaminant. The presence of lead based paint, asbestos or an underground storage tank does not constitute a Brownfield. The remediation of the environmental hazard must be within the scope of this project to qualify for these points.)

_____ Residential Infill (A vacant, but previously developed site or one containing a dilapidated structure that will be demolished, located in an existing developed residential neighborhood or a neighborhood consisting of mixed use residential/commercial properties, where infrastructure for the development is in place or in close proximity. The infill shall be consistent with the type and scale of the neighborhood buildings. If the infill structure is only part of the total project, it must represent at least 50% of the total square footage of the project to qualify for these points. Residential over commercial buildings may qualify for these points if this is consistent with the neighborhood buildings.)

_____ Adaptive Reuse (The rehabilitation of an existing vacant non-residential building into residential or residential/commercial space. The residential portion of the rehabilitated building must represent at least 50% of the total residential area of the development.)

Certification under a National Green Building Program

_____ Enterprise Green Communities – 2015

_____ LEED v4 BD+C Homes & Multifamily Low-rise (1-3 stories) – Silver

_____ LEED v4 BD+C Multifamily Midrise (4-8 stories) Silver

_____ LEED v4 BD+C New Construction & Major Renovation (over 8 stories) – Silver

_____ ICC/ASHRAE 700-2015 National Green Building Standard – Silver

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

This preservation development will achieve certification under one of the green building standards indicated below:

_____ Enterprise Green Communities – 2015 Moderate Rehab

_____ LEED v4 O+M – Multifamily – Certified

ICC/ASHRAE 700-2015 National Green Building Standard (one of the following):

_____ Under Section 305.3 – Whole Building Rating – Bronze

_____ Under Section 305.4 – Functional Areas Rating – Compliant with Chapter 12 (must include kitchens and bathrooms)

Energy Efficiency Goals

_____ The development meets/will meet Passive House certification requirements (nationally or internationally) for energy efficiency as described below. (See www.phius.org or www.passiv.de/en for additional guidance.)

To qualify for these points, the applicant must contract with a qualified* Certified Passive House Consultant or a qualified* Certified Passive House Designer who will certify the proposal at the time of application to PHFA. This certification shall be based on a completed Passive House Planning Package (PHPP) or WUFI Passive (WP) energy model showing compliance with the Passive House Institute (PHI) or the Passive House Institute U.S. (PHIUS) standard and shall be based on schematic drawings and specifications, discussions, assumptions and cost estimates agreed to by the development team (developer, architect, engineer, contractor, energy rater, Passive House consultant). Submission of the PHPP or WP to a Passive House certifying agency is not required at the time of application submission to PHFA. The energy model shall be accompanied by a brief description of the assumptions made (wall/floor/roof construction, insulation levels, mechanical systems, windows, renewable energy systems, etc.). The Passive House consultant/designer shall provide a copy of their Passive House certification and a list of previous experience in Passive House projects, including contact persons and contact information. After awards of PennHOMES funds and/or tax credits have been made, all successful applicants will be required to get a pre-certification from PHIUS or PHI under the normal time frame and procedures, and forward this to PHFA as part of the Design Development drawing & specification submission. During construction all requirements of the certifying Passive House agency shall be inspected by a rater/verifier who was not involved in the building design. At construction completion all tests and verifications required by the certifying Passive House agency shall be performed by the rater/verifier. After each inspection, a report shall be submitted to PHFA. Final Passive House certification is not required.

*Qualified is defined as having completed a minimum of two similar Passive House buildings or an inexperienced certified consultant working under the supervision of a qualified consultant.

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

_____ The development will exceed the energy efficiency requirements of Energy Star Version 3.0, by achieving a reduced HERS index as indicated below. Check the appropriate item. (Points in this category will not be awarded if the applicant is seeking to qualify for the full ten points available for Passive House.)

Successful applicants in this category will be required to submit a preliminary HERS report with the Design Development architectural submission, and a full HERS report certified by the HERS Rater at construction completion.

New Construction:

_____ For 100% electric dwellings/buildings*: HERS Index of 60 or less (without solar PV)

_____ For dwellings/buildings utilizing gas: HERS Index of 50 or less (without solar PV)

Substantial Rehabs:

_____ For 100% electric dwellings/buildings: HERS Index of 70 or less (without solar PV)

_____ For dwellings/buildings utilizing gas: HERS Index of 60 or less (without solar PV)

Preservation (Moderate Rehab)*:

_____ For 100% electric dwellings/buildings*: HERS Index of 80 or less (without solar PV)

_____ For dwellings/buildings utilizing gas: HERS Index of 75 or less (without solar PV)

NOTE: Buildings that fall under the Energy Star® Multi-Family High Rise program must use the REMrate HERS rating program as verification for these points, but must follow the MFHR program to achieve the Energy Star® label.

*Preservation developments whose scope of work exceeds that of Moderate Rehab must meet the requirements for Substantial Rehabilitation.

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

Accessible Housing

As the design architect, I certify that:

_____ To the best of my knowledge and belief I certify that I have designed the referenced development in conformance with the following rules and regulations as they apply to this development and as amended by Federal, State and local authorities.

_____ The Fair Housing Act of 1988 & Fair Housing Design Manual

_____ ANSI A117.1-2009 (or edition currently adopted by the PA UCC)

_____ Pennsylvania Uniform Construction Code

_____ Uniform Federal Accessibility Standards (UFAS)

_____ Section 504 of the Rehabilitation Act of 1973

_____ 2010 ADA Standards for Accessible Design

_____ Any Other State or Local Code or regulation pertaining to design or inclusion of rental housing accessibility features (Include name of locality and citation for applicable requirements.)

NOTE: Where multiple accessibility standards apply, the standard that affords greater accessibility shall be used.

Accessible Units

For New Construction and Substantial Rehabilitation Developments:

As the design architect, I hereby certify that I either have designed or will design the referenced development to include twice the mandated number of fully accessible units under local, state, or federal mandate, whichever is greater. These units shall meet current accessibility standards.

Number of accessible units required under local mandate: _____

Number of accessible units required under state mandate: _____

Number of accessible units required under federal mandate: _____

Number of fully accessible units provided: _____

For Preservation Developments:

As the design architect, I hereby certify that I either have designed or will design the referenced development to include the following number of units to meet current accessibility standards.

Number of existing fully accessible units (by current standards): _____

Number of fully accessible units provided: _____

Applicant also certifies that during initial lease up, these units will be exclusively reserved for the first thirty days for occupancy by persons needing the accessible units and thereafter will provide for certain lease provisions designed to allow the units to be occupied to the greatest extent feasible, by persons who need the accessible features of the units.

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

Large Family Units

As the design architect, I hereby certify that I either have designed or will design the referenced general occupancy development to include the following percentage of units with three or more bedrooms:

*High rise developments and senior housing cannot qualify for this category.

_____	Total units	<input type="checkbox"/>	>15 – 20% of all units
_____	Total number of 3 or more bedroom units	<input type="checkbox"/>	>20 – 25% of all units
<input type="checkbox"/> _____	>10-15% of all units (suburban/rural developments only)	<input type="checkbox"/>	>25% of all units

ARCHITECT

Signed: _____

Date: _____

Print: _____

Firm _____

Acknowledged and Accepted by the APPLICANT(S)

Signed: _____

Date: _____

Print: _____

Signed: _____

Date: _____

Print: _____

Passive House Consultant's/Applicant's Certification

If the applicant is seeking ranking points for meeting the requirements of the Passive House program, the Agency has requested certain certifications from the Passive House consultant and applicant in connection with the submission of an application for the following:

Development Name:

As the Passive House consultant, I hereby certify that:

- I have contracted with the applicant to provide services necessary to assure that this development will meet standards of the Passive House Institute (PHI) or the Passive House Institute U.S. (PHIUS);
- Based on schematic drawings and specifications, discussions with, and assumptions made by the development team (comprised of myself, the developer, architect, engineer and contractor) I have completed a Passive House Planning Package (PHPP) or a WUFI Passive (WP) energy model that shows that the building(s) will meet the requirements of the Passive House program. A copy of the energy model is included with the application;
- If awarded PennHOMES funding and/or an allocation of Low Income Housing Tax Credits, a pre-certification from PHIUS or PHI will be included in the Design Development submission of drawings and specifications to PHFA;
- It is understood that final Passive House certification is not required;
- A copy of my Passive House certificate has been submitted with this certification, along with a list of previous Passive House experience with contact information for each project. If less than two Passive House projects have been completed, I have partnered with a Passive House consultant with two or more completed projects. A copy of their Passive House certificate along with a list of their previous Passive House experience including contact information has been provided.

EXPERIENCED PASSIVE HOUSE CONSULTANT

Signed: _____ Date: _____

Print: _____

Firm: _____

INEXPERIENCED PASSIVE HOUSE CONSULTANT

Signed: _____ Date: _____

Print: _____

Firm: _____

Passive House Consultant's/Applicant's Certification (Cont'd)

As the Rater/Verifier, I hereby certify that:

- If this application is successful, I will provide all testing, verifications, and commissioning required by the Passive House program chosen;
- During construction and at construction completion, all verifications, test results, and commissioning reports required by the Passive House agency that provided the pre-certification for the development, will be performed by the rater/verifier listed below;
- After each site inspection, a report will be submitted to PHFA;
- I was not part of the design/development team for this project;
- A copy of my Rater/Verifier credentials are submitted with this certification.

Rater/Verifier

Signed: _____ Date: _____

Print: _____

Firm _____

Acknowledged and Accepted by the APPLICANT(S)

Signed: _____ Date: _____

Print: _____

Signed: _____ Date: _____

Print: _____

Design Architect's/Applicant's Certification
Of Threshold Criteria

The Agency has requested certain certifications from the architect and applicant in connection with the submission of an application.

Development: _____

The development referenced above includes the following threshold criteria. (Initial all that apply) The Applicant must request a waiver under Tab #29 for any threshold criteria that will not be provided. The waiver request must describe the mitigating factors responsible for the inability to meet the specific threshold criteria.

Development Amenities

As the design architect, I certify that:

- _____ An on-site community room will be provided (not applicable to developments with 11 units or less or scattered site properties). It shall be one room sized at 15 square feet per unit for developments with up to 50 units or at least 750 square feet for developments with more than 50 units. (Applications that are a continuation of a phased development will provide a room to meet the size requirements based on the aggregate of the number of units in all phases.) A kitchen or kitchenette is to be provided in or adjacent to this room in developments for the elderly. (The kitchen or kitchenette shall not be included in the required square footage.) (A long-term agreement with an existing community facility within walking distance from the development may be considered, at the discretion of the Agency.)
- _____ Common laundry facilities or the provision of washers and dryers in each dwelling unit will be provided. Common laundries will contain one washer and dryer for every 12 units in general occupancy developments or every 20 units in elderly developments, with a minimum of two washers and dryers required in each laundry facility. A minimum of one front load washer and dryer will be provided in each laundry facility and will be provided in accessible units containing a washer and dryer in the unit. If the development is designed for home ownership and common laundry facilities are provided, hook-ups for washers and dryers must be provided in each unit. All washing machines must be Energy Star® labeled.
- _____ All common areas (except for stair towers, mechanical rooms, storage rooms and similar spaces) will be air conditioned.
- _____ An on-site management office will be provided. (Not applicable to developments with 11 units or less or scattered site properties. Applications that are a continuation of a phased development will provide a management office in one of the phases.)
- _____ Broadband Infrastructure – The installation of broadband infrastructure is required in all new construction and substantial rehab developments, in compliance with Federal Register Citation 81 FR 31181 "Narrowing the Digital Divide Through Installation of Broadband Infrastructure". (This provision is encouraged, but not required, in preservation developments)

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

Unit Amenities

As the design architect, I certify that:

_____ The net area of all dwelling units must fall within the limits listed below. (Net area is measured from the interior finish surface of the unit perimeter walls, and shall include all rooms, corridors, interior walls, storage areas, and mechanical spaces.) Rehabilitation developments may vary from the maximums and minimums by 10%. Accessible units may vary from the maximums as required to provide an accessible route and accessible clearances.

	<u>FLATS</u>	<u>MULTI-FLOOR UNITS</u>
SRO	90 to 200 s.f.	
EFF	400 to 600 s.f.	
1 BR	550 to 850 s.f.	650 to 950 s.f.
2 BR	700 to 1,100 s.f.	850 to 1,300 s.f.
3 BR	950 to 1,350 s.f.	1,000 to 1,550 s.f.
4 BR	1,100 to 1,550 s.f.	1,200 to 1,750 s.f.
5 BR	1,300 to 1,750 s.f.	1,400 to 2,000 s.f.

_____ Air conditioning will be supplied to the living areas and all bedrooms of each unit. (Individual window units will not be considered as meeting this criterion.)

_____ Refrigerators, ranges and ovens will be provided in all units except for developments containing SRO units provided such properties have common cooking facilities containing these appliances.

_____ Window treatments will be provided in all residential units. Window treatments include horizontal blinds, vertical blinds, or other opaque blinds. (Roller shades will not be considered as meeting this criterion.)

VisitAbility

As the design architect, I certify that:

_____ All newly constructed single family houses, townhouses, units in elevator buildings and all ground floor units in walk-up apartment buildings shall be VisitAble. In rehab developments, a minimum of twenty-five (25) percent of the units in townhouse developments, elevator buildings and walk-up apartments must be VisitAble. (Properties unable to meet these requirements due to physical constraints or building type may apply for a waiver of these requirements.) To meet VisitAbility design features: the building and units must have at least one zero-step entrance with a 36 inch wide door; all doorways and passages on the entry level floor must have a width of 36 inches; there must be a clear pathway to a bathroom or powder room; such bathroom or powder room must include a minimum 24 inch grab bar beside the toilet on a reinforced wall, which can also serve as a towel bar; and there must be a clear pathway to the living room and dining area of the unit. The powder room and bathroom must meet the Fair Housing Act maneuverability clearances. (Preservation developments are exempt from this requirement, but are encouraged to provide VisitAble units where feasible.)

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

Fair Housing

As the design architect, I certify that:

- _____ New construction and substantial rehabilitation developments are designed in conformance with the Fair Housing Act Design Standards Guide, as applicable.
- _____ The subject development is substantial rehabilitation but is seeking a waiver as existing conditions prohibit 100% compliance with the Fair Housing Act Design Standards Guide.
- _____ Blocking for future grab bars shall be continuous behind the bar location and sized to accommodate the grab bars required by ANSI A117.1-2009.

Energy Conservation & Green Building Criteria

As the design architect, I hereby certify that I either have designed or will design the referenced development to include the following energy conservation measures:

- _____ In new construction and rehabilitation developments, the overall U-value of the exterior building envelope must exceed the requirements of the 2009 International Energy Conservation Code Chapter 4 for buildings three stories or less in height, or Chapter 5 for buildings four stories or more in height by at least 10%, as verified by a REScheck certificate for buildings three stories or less in height, or a COMcheck certificate for buildings four stories or more in height. Air sealing of the exterior building envelope and attic plane shall be included. Trade-offs available in the REScheck or COMcheck software for mechanical equipment will not be allowed. (Not applicable to preservation developments)
- _____ In new construction and rehabilitation developments, all appliances, HVAC equipment with a capacity less than 60,000 btuh, gas fired water heaters, windows, ceiling fans, exhaust fans, range hoods and exit signs, shall be Energy Star® labeled. (Exception: windows in buildings over three stories in height may comply instead with ASHRAE Standard 189.1-2009.) (Packaged Terminal Air Conditioners (PTACs) and Packaged Terminal Heat Pumps (PTHPs) may only be used if it can be proven that they comply with the prescriptive requirements of Energy Star® version 3.0 for air-source equipment). In addition, 100% of the permanent room light fixtures in the dwelling units shall be equipped with LED bulbs or high efficiency fluorescent lamps with electronic ballast; and 100% of the community room and common area corridor and stair lighting shall be fluorescent with electronic ballasts or shall utilize LED bulbs.
- or
- _____ In preservation developments, existing refrigerators more than 15 years old will be replaced with Energy Star® labeled type. Existing heat pumps, air conditioning condensing units, and through-wall air conditioners more than 20 years old will be replaced with Energy Star® labeled type, when such equipment exists. Existing furnaces and boilers more than 25 years old will be replaced with Energy Star® labeled type, when such equipment exists. (Programmable thermostats do not need to be provided.) In addition, existing community room, common area corridor and stair lighting more than 15 years old will be replaced with fluorescent fixtures with electronic ballasts or fixtures that utilize LED bulbs. Where windows are scheduled for replacement, they shall be Energy Star® qualified products, except in buildings over three stories in height, wherein window replacement may comply instead with ASHRAE Standard 189.1-2009.

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

For **ALL** new construction, rehabilitation and preservation applications:

As the **Applicant**, I certify that:

_____ When existing equipment and appliances are replaced, they will be replaced with Energy Star® labeled equipment, when such equipment exists.

As the **design architect**, I certify that for new construction and substantial rehab developments:

_____ The referenced development will promote energy efficiency and conservation, operational savings and sustainable building practices by meeting the mandatory measures outlined in the 2015 Enterprise Green Communities Criteria, (Not applicable if seeking certification under a National Green Building program in Selection Criteria) plus the following:

Additional PHFA Green Building Criteria for new construction and substantial rehabilitation developments:

_____ As the design architect, I hereby certify that I either have designed or will design the referenced development to include the following green building features:

1. No piping shall be located outside of the interior finish of the insulated building envelope. (Not applicable to existing piping in preservation developments.)
2. All domestic water pipes except for PEX piping shall be insulated. (Not applicable to existing concealed piping in preservation developments.)
3. Termite shields or borate based wood treatment shall be provided with low VOC caulking at all floor joints and penetrations to prevent insect infestation. Borate treatment shall be applied to all wood framing and sheathing to a height of 24" above the "at grade" floor level. Chemical soil treatment or bait stations shall not be used. (Not applicable to existing buildings.)

As the **design architect**, I certify that for preservation developments:

_____ The referenced development will promote energy efficiency and conservation, operational savings and sustainable building practices by meeting the mandatory measures of the 2015 Enterprise Green Communities Criteria, as amended below. (Not applicable if seeking certification under a National Green Building program in Selection Criteria)

Enterprise Green Communities Criteria for Preservation Developments

Preservation developments are not required to follow the mandatory 2015 Enterprise Green Communities criteria for "moderate rehab" projects. Instead, they shall comply with only the following mandatory 2015 Green Communities criteria, as amended:

- 3.1 Environmental Remediation (Follow Enterprise and PHFA Tab 17 & 34 requirements)
- 3.2 Erosion and Sedimentation Control (Applicable only to new ground disturbance)
- 3.4 Landscaping (applicable only to new landscaping)
- 4.1 Water-Conserving Fixtures (Applicable only to new fixtures)
- 5.3 Sizing of Heating and Cooling Equipment (Applicable only to new heating and cooling equipment)

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

- 5.4 Energy Star Appliances (Applicable only to new appliances)
- 5.5 Lighting (Applicable only to new lighting fixtures)
- 6.1 Low/No VOC Paints, Coatings and Primers (Applicable only to new paints, coatings and primers)
- 6.2 Low/No VOC Adhesives and Sealants (Applicable only to new adhesives, and sealants)
- 6.6 Composite Wood Products that Emit Low/No Formaldehyde (Applicable only to new composite wood products)
- 6.7a Environmentally Preferable Flooring (Applicable only to new flooring)
- 6.8 Mold Prevention: Surfaces (Applicable only to new materials in bathrooms, kitchens and Laundry rooms)
- 6.9 Mold Prevention: Tub and Shower Enclosures (Applicable only to new tub and shower enclosures)
- 7.2 Clothes Dryer Exhaust (Follow Enterprise requirements)
- 7.3 Combustion Equipment (Carbon monoxide alarm requirements apply to all projects with combustion equipment. Venting requirements are applicable to new combustion equipment only)
- 7.5 Vapor Retarder Strategies (Applicable only to new slabs on grade)
- 7.10 Integrated Pest Management (Applicable only if identified as a problem in the PCNA)
- 8.1 Building Operations & Maintenance Manual and Plan (Follow Enterprise requirements)
- 8.2 Emergency Management Manual (Follow Enterprise requirements)

Preservation developments electing to achieve ranking points for optional Green Communities criteria must implement these criteria throughout the entire development – not just for new work.

Home Ownership

As the design architect, I certify that:

_____ The units are townhouse or single family attached or detached structures (or otherwise appropriate for homeownership by tenants as determined by the Agency). Utility hook-ups for washers and dryers, including a dryer duct vented to a wall or roof cap, must be provided.

Flood Plain Certification

As the [design architect, landscape architect or civil engineer] I, the undersigned, hereby certify that I have procured and reviewed the applicable Flood Insurance Rate Map published by the Federal Emergency Management Agency for this development's site and have determined that the site is: (Check all that apply)

_____ Outside any flood area	_____ Outside of a flood way
_____ Inside a 500 year flood area	_____ Inside a flood way
_____ Inside a 100 year flood area	

PENNSYLVANIA HOUSING FINANCE AGENCY (2018 UNDERWRITING APPLICATION)

Smoke Free Development

As the **APPLICANT**, I certify that:

_____ At construction completion, a policy prohibiting the use of tobacco products in all dwelling units, common areas, other buildings that are a part of the development and within 25 feet of all buildings in the development will be implemented.

Energy Rebate Analysis (ERA)

A preliminary/draft explanation of all energy rebates that may be available for the project with estimated rebate amounts must be submitted with the application. The estimated rebate amounts will be considered a source and used to size tax credit awards, and must be included on the Certification of Subsidies at Tab 20. The energy rebate is not basis eligible and will be removed from basis on a tax credit development. Prior to closing the developer will be required to submit an updated ERA which includes:

- a) A list of eligible utility, local, regional, state, or federal rebate programs;
- b) Recommendations of applicable rebates to be included with estimated rebate amounts or estimated tax credit amounts;
- c) Calculations, energy models, or other technical data to support recommendations;
- d) Letters, program data information, or other documentation from utility providers to support noted programs, and
- e) If renewable energy strategies are proposed, a cost/benefit analysis.

ARCHITECT

Signed: _____ Date: _____
Print: _____
Firm _____

Acknowledged and Accepted by the APPLICANT(S)

Signed: _____ Date: _____
Print: _____

Signed: _____ Date: _____
Print: _____

Energy Rebate Analysis – Revised 12/15/16

Energy Rebate Analysis (ERA) – A preliminary/draft explanation of all rebates that may be available for the project with estimated rebate amounts must be submitted with the application. The estimated rebate amount will be considered a source and used to size tax credit awards, and must be included on the Certification of Subsidies at Tab 20. The energy rebate is not basis eligible and will be removed from basis on a tax credit development. Prior to closing, the Applicant and general contractor will be required to submit an updated ERA which includes: a) a list of eligible utility company, local, regional, state, or federal rebate programs, b) recommendations of applicable rebates to be included with estimated rebate amounts or estimated tax credit amounts, c) calculations, energy models, or other technical data to support recommendations, d) letters, program data information, or other documentation from utility providers to support noted programs, and e) if renewable energy strategies are proposed, a cost-benefit analysis. Available rebates shall be listed below and submitted in the application. Please Note: As the rebates available may continue to change even post-closing, an updated form will be required at the time of the Agency's subsequent reviews including but not limited to Carryover 10% and Placed-in-Service/Cost Certification.

Energy Rebate Analysis				
Rebate Provider	Description	\$ Amount	Quantity	Total Rebate \$
				\$ 0
				\$ 0
				\$ 0
				\$ 0
				\$ 0
				\$ 0
				\$ 0

As the applicant, I certify that the above information is correct at the time the of application submission.

Signed: _____

Date: _____

Print: _____

I certify that the above information has been updated to reflect the rebates available as of the date below.

Signed (Applicant): _____

Date: _____

Print: _____

Signed (General Contractor): _____

Date: _____

Print: _____

Tab 34 Project Capital Needs Assessment & Energy Audit

All Preservation developments must submit **both** of the following:

- A. Project Capital Needs Assessment** – A Project Capital Needs Assessment (PCNA) must be completed by an independent third party not involved in the design or preparation of drawings and specifications for the development. A minimum of \$20,000 per unit in construction costs on major systems and components is required to be considered for funding from the Preservation Preference. Refer to the PCNA Requirements for specific guidelines on completing this Assessment. The date of the Assessment must be less than 18 months prior to the submission date of the Application.

To the greatest extent possible the design should include the scope of work to provide up to 5% of the units meeting current accessibility standards and up to 2% meeting current audible/visual standards. Further, VisitAbility features should be included in the design for as many units as economically feasible.

- B. Energy Audit** - A diagnostic and comprehensive energy audit prepared by a Building Performance Institute (BPI) Certified Multifamily Building Analyst must be conducted in accordance with the PHFA guidelines attached. The energy audit report must be included in the application. Measures to reduce both development-paid and tenant-paid utilities must be evaluated. The date of the Assessment must be less than 18 months prior to the submission date of the Application.

For purposes of this Tab, a preservation development is any currently-occupied residential housing development and is not limited to applicants seeking Tax Credits through the Preservation Preference outlined in the Allocation Plan.

A. PROJECT CAPITAL NEEDS ASSESSMENT GUIDELINES

Preservation applicants for rehabilitation must submit a PCNA and replacement reserve analysis. The PCNA must have been performed within 18 months of the submission date of the Application.

The PCNA shall include the following five (5) major components:

1. **Critical Repair Items.** All health and safety deficiencies or violations of Section 8 housing quality standards, including any/all Federal Lead Based Paint requirements, and FHA's regulatory agreement standards that require immediate remediation.
2. **Twelve-Month Physical Needs.** An estimate of the repairs, replacements, and significant deferred and other maintenance items that will need to be addressed within 12 months. Includes the minimum market amenities needed to restore the property to the non-luxury standard adequate for the rental market for which the development was originally approved. If the standard has changed over time, the rehabilitation may include improvements to meet the current standards.
3. **Long-Term Physical Needs.** As estimate of the repairs and replacement items beyond the first year that are required to maintain the development's physical integrity over the next **twenty (20) years**, such as major structural systems that will need to be replaced during this period.
4. **Analysis of Reserve for Replacement.** An estimate of the initial and monthly deposit to the Reserve for Replacement account needed to fund the development's long-term physical needs for a minimum 20-year period, accounting for inflation, the existing Reserve for Replacement balance, and the Expected Useful Life (EUL) of major building systems. This analysis shall include the cost of twelve-month physical needs, but not any work items that would be treated as operating expenses.
5. **Costing.** A Cost Estimate must be part of this report. All items included in components #1 Critical Repair Items, #2 Twelve Month Physical Needs and the abatement of environmental hazards must be included in the scope of work proposed in the Application. The scope of work for the proposed rehabilitation should also include items shown for replacement within the first five (5) years of component #3 Long-Term Physical Needs.

Statement of Work

1. The report shall be written with detailed narrative and accompanying color photographs and shall describe the property's exterior and interior physical condition, including architectural and structural components, and mechanical systems.
2. The report shall:
 - a) Identify in detail any repair items that represent an immediate threat to health and safety, and all other significant defects, deficiencies, items of deferred maintenance, and material building code violations (individual and collectively, "Physical Deficiencies") that would limit the expected useful life of major components or systems. Deficiencies regarding significant life safety issues must be identified;

- b) Provide estimated costs to remedy the detailed Physical Deficiencies (Critical Repair items, 12-month physical needs, and the first five years of long term physical needs); and
 - c) Prepare a Replacement Reserve Schedule, including an estimate of the initial and annual deposits (projected to increase at the operating cost adjustment factor) for a minimum period of 20 years.
3. The report shall identify any Physical Deficiencies as a result of:
- a) A visual survey;
 - b) A review of any pertinent documentation; and
 - c) Interviews with the property owner, management staff, tenants, interested local community groups and government officials.
4. The report shall provide a description of directly observed or potential on-site environmental hazards including but not limited to above and below ground tanks which are not in use. The report shall also include copies of laboratory testing results for the presence of radon, lead in domestic water, lead based paint, where applicable, and asbestos, where potential asbestos containing materials exist.
- Radon must be tested in at least 25% of the units and community spaces on the ground floor, plus at least 10% of all units above the ground floor with a minimum of one test per floor.
- Testing for lead in the water shall be performed at a minimum of two locations per building, and shall be based on two samples from each location; an initial draw sample taken after a period of no water use, and a sample taken after thoroughly flushing the system.
- Lead based paint testing shall be performed using an X-ray Fluorescence spectrum analyzer (XRF) and in accordance with HUD's "Final Rule", 24 CFR Part 35, as amended June 21, 2004. (Lead based paint testing is not required for buildings constructed after 1978 or for those buildings with occupancy limited to individuals 62 years of age and older.)
- A survey of all buildings shall be performed to identify suspect asbestos containing materials. All such material shall be tested using polarized light microscopy (PLM).
- The test locations of each test mentioned above shall be identified.
- If any of the results from the above tests are above the "action" level, remediation of the hazards must be included in the scope of work. Post-remediation testing, and additional remediation work if required, must be performed until satisfactory results are documented.
5. The report shall assess the twelve-month physical needs. The standard is a non-luxury standard adequate for the rental market. The physical needs identified should be those necessary for the development to retain its original market position as an affordable development in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a development). The twelve-month physical needs should include those improvements required for the development to compete in the market. Where a range of options exists, the most effective options for rehabilitation should be chosen, when both capital and operating costs are taken into consideration.

6. The report must be prepared by an independent third party consultant, who must be versed in all applicable codes currently in effect in the locality in which the development is located.
7. The report shall explain how the development will meet the requirements for accessibility/VisitAbility for persons with disabilities, to the extent applicable.
8. Prepare a PCNA report, which in addition to the five major aforementioned components and at a minimum shall include the following subcomponents.
 - a) Development Summary Sheet;
 - b) Executive Summary (discussion of the physical condition of the property and any major repair/rehab items observed);
 - c) Index;
 - d) Introduction to the Report;
 - e) Building Evaluation (property identification, including location, description, and age);
 - f) Site Improvement Evaluation/Analysis (utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors and general site improvements);
 - g) Building Architectural and Structural Systems Evaluation (foundations superstructure and floors, roof structures and roofing, exterior walls and stairs, siding, downspouts, and common areas energy efficiency, tenant amenities, playgrounds and playground equipment);
 - h) Building Mechanical and Electrical Systems Evaluation (building HVAC, plumbing, electrical, elevators, fire protection/security systems, smoke detection and carbon monoxide detection systems);
 - i) Interior Dwelling Units Evaluation (interior finishes, all floors, walls, ceilings, paint, kitchens and appliances, carpet, vinyl, interior doors, shelves, cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems, security systems) A minimum of 20%, but not less than five, of the units must be inspected. This shall include every unit size and configuration. The inspected units must be identified in the report;
 - j) Evaluation/Analysis of all common areas and accessory spaces;
 - k) Estimated Useful Life Analysis (computation of Repairs and Replacement Reserves);
 - l) The basis for identifying any item for repair or replacement;
 - m) Unit cost breakdowns shall be provided for multiple items (i.e., stoves, refrigerators, cabinets, bathroom fixtures, etc.);
 - n) Acknowledgments (who prepared report, when report was prepared, who received report and when report was reviewed);
 - o) Appendices (photographs, site plans, maps, etc.);
 - p) Identification of any observed hazards, flammable or explosive facilities/operations in the immediate area of the development; and
 - q) State whether the development is located in a Flood Plain.

B. ENERGY AUDIT GUIDELINES

A diagnostic and comprehensive energy audit performed by a Building Performance Institute (BPI) Certified Multifamily Building Analyst must be conducted in accordance with the following Agency guidelines. The energy audit report must be included in the Application. Measures to reduce both development-paid and tenant-paid utilities must be evaluated. The energy audit must have been performed within 18 months of the submission date of the Application.

The audit is a detailed examination of how the multifamily facility uses energy and other controllable utilities, quantification of the building's energy and water consumption, the cost of energy, technical analysis of the building and associated systems, and in conclusion a set of recommendations to reduce the energy costs. The energy cost reduction will be categorized by building envelope, equipment (mechanical, electrical, plumbing) and operational changes.

The guidelines below and the scope of the audit may be simplified based on the Owner's proposed scope of work for the preservation project (i.e. if the furnaces are already scheduled for replacement due to age or condition, they do not need to be evaluated in the energy audit). Therefore the scope of services required of the auditor should be coordinated with the Owner. The goal of the audit is to identify energy and water saving measures that might otherwise be overlooked during the preservation work.

The audit should include:

- Analysis of existing energy (electric, natural gas, liquid propane, fuel oil and water) consumption. A minimum of one year's bills should be evaluated. Evaluate consumption levels and patterns. Audited financial statements are not acceptable.
- Review maintenance and repair records.
- Review Record Drawings (As-built).
- Fuel usage data should be normalized with local weather data.
- Discuss building with management. The discussions should include building performance, HVAC systems, electrical, and building envelope. Occupant comfort and complaints should be included in the discussions.
- Site visit should be conducted using acceptable techniques for building type and size (i.e. small building with independent entries may utilize blower testing, large building with common entrances and hallways may utilize visual inspection and measurements to calculate leakage).
 - Sampling should include 10% of total existing units.
 - All unit types (bedroom count, HVAC system type, location in building) shall be taken into account.
 - Field verify blue prints.
 - Inventory MEP equipment.
 - Identify moisture problems.
 - Identify ventilation system.
 - Field verify fan operation.
 - Assess building airflow.
 - Evaluate building envelope.
- Energy modeling should be conducted, according to the American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Fundamentals

Chapter 31. TREAT, EA-QUIP or other multifamily energy audit software approved by the U.S. Department of Energy (DOE) must be used for energy modeling. The energy model shall be calibrated against the previous 12 months actual usage to verify the accuracy of the model. Assumptions and calculation methods should be documented.

- Economic analysis
 - Account for inflation and discount rates utilizing the Savings-to-Investment Ratio formula.
 - Cost estimates for all energy efficiency measures. Provide back-up for cost estimates (RS Means is acceptable). Provide in spreadsheet format for local verification.
 - Calculate energy dollar savings (annual savings, life cycle savings, show payback period) per recommended efficiency measure.
 - Include benefits to end use bill payers.
 - Identify non-energy related benefits.
- Mechanical Systems
 - Provide a detailed list of HVAC equipment, include age, capacities, make and model numbers.
 - Identify equipment as either common area or tenant area, and if equipment is central or individual systems within tenant area.
 - State condition of equipment.
 - Provide combustion efficiencies for combustion equipment
 - Identify distribution systems and state condition of distribution systems and components.
- Electrical Systems
 - Provide a schedule of lighting, motors, and major appliances.
 - Identify savings, consumption and dollars for retrofits, in common space and units.

Reporting and Review

- Deliverable - Report including:
 - Executive Summary including Detailed Table of All Measures with
 - Annual Savings in kilowatt-hours, MMBTU, and gallons
 - Annual Savings in dollars
 - Life of Measure
 - Life Cycle Savings of Measure
 - Estimated Cost (RS Means is acceptable)
 - Savings-to-Investment Ratio (SIR*) based on Estimated Cost
 - Building Description - Include the following,
 - Building Envelope
 - Mechanical Equipment and appurtenances
 - Electrical Equipment and appurtenances
 - Plumbing Equipment and appurtenances
 - All Evaluated Measures
 - Description
 - Rational
 - Analysis of Fuel and Electricity Bills
 - A copy of the auditor's current BPI certification must be included

* Savings-to-Investment Ratio (SIR): The present value of the lifetime dollar savings divided by the cost of the installed measure (a discount rate of 3% must be used). Energy efficiency recommendations will be prioritized based on the SIR. SIRs (and payback period) must be based on the total cost of the product and installation. SIRs cannot be based on incremental costs.