



**REQUEST FOR PROPOSALS
600-32-21**

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

**Due
October 26, 2021
10:00 A.M.**

**To: Mr. Kim Detrick
Director of Procurement/Chief Contracting Officer
100 Ross Street, 2nd Floor - Suite 200
Pittsburgh, PA 15219**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals for Green Physical Needs Assessment & Integrated Energy Audit (GPNA)

TABLE OF CONTENTS

I.	Introduction.....	1
II.	Scope of Services.....	4
III.	Minimum Qualifications.....	11
IV.	General Requirements and Definitions.....	12
V.	Content of Response Documents.....	13
VI.	Evaluation Criteria.....	18
VII.	Procurement and Award Process.....	19
VIII.	Attachments	
	A. Professional Services Contract	
	B. General Contract Conditions for Non-Construction (<i>HUD 5370-C</i>) and Supplemental General Conditions	
	C. Instructions to Offerors – Non-Construction (<i>HUD 5369-B</i>)	
	D. Certifications and Representations of Offerors – Non-Construction (<i>HUD 5369-C</i>)	
	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. Public Housing Portfolio Property Listing	
	L. HUD 52832 – Physical Needs Assessment Form	

SECTION I INTRODUCTION

The Housing Authority of the City of Pittsburgh ("HACP") hereby requests proposals from qualified professionals to conduct a Green Physical Needs Assessment & Integrated Energy Audit (GPNA) (hereinafter, "Services"). A more detailed scope of services is provided in Section II of this Request for Proposals ("RFP").

HACP owns and directly manages over 2,700 public housing units in the City of Pittsburgh consisting of family and elderly housing units within approximately 18 Asset Management Project Groupings ("AMPs"), including various scattered site locations. The selected professionals are to provide services related to HACP's public housing portfolio.

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.

HACP 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 HACP 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.

If submitting alterations to the HACP contract for review and acceptance by HACP, please submit an electronic version in MS Word format on a CD/Flash Drive. If submitting your company contract for review and acceptance by HACP, please submit an electronic version in MS Word format on CD/Flash Drive. If your contract is not included with your proposal it is assumed that HACP's contract will be used and is binding.

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

ATIN: Mr. Kim Detrick
Procurement Director/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:

September 29, 2021, at 10:00 a.m.

Virtual Pre-Submission Conference:

Join Zoom Meeting

<https://zoom.us/j/93665752999?pwd=Q2k5ZlF2a1pFSjlsZWdlWThSbmZLQT09>

Meeting ID: 936 6575 2999

Passcode: 690089

One tap mobile

+19292056099,,93665752999#,,,,*690089# US (New York)

+13017158592,,93665752999#,,,,*690089# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 936 6575 2999

Passcode: 690089

Find your local number: <https://zoom.us/u/ak2lwonab>

October 5, 2021, at 2:00p.m.

Deadline for final submission of written questions.

October 26, 2021, at 10:00 a.m.

Deadline for submission of proposals to:

Mr. Kim Detrick, Procurement Director/Chief Contracting Officer

Procurement Department

100 Ross Street, 2nd Floor – Suite 200

Pittsburgh, PA 15219

The Housing Authority of the City of Pittsburgh will only be accepting physical proposals dropped off in person from 8:00 AM until the closing of 10:00 AM on October 26, 2021.

Copies of RFP documents are not available for in person pickup. Firms interested in responding may obtain a copy of the Request For Proposals documents from the Business Opportunities Section of the HACP website, www.hacp.org. Prospective Bidders may register as a vendor on the website and download the documents free of charge.

The Housing Authority of the City of Pittsburgh will only be accepting physical proposals dropped off in person on October 26, 2021 from 8:00 AM until the closing of 10:00 AM on October 26, 2021. Bids may still be submitted electronically at the following link: <https://www.dropbox.com/request/I7OT8K3AdiGLNqoX77ld> and can still be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross Street 2nd Floor, Suite 200, Pittsburgh, PA 15219.

Formatting for online submission should be organized in the same manner as if submitting the information via CD or flash drive. The title of the uploaded proposal shall be as follows: [Full Company Name]RFP #600-32-21 Proposal. In the unlikely event your proposal is too large to be uploaded as a single file, add: _Part-1, _Part-2...etc. to the end of the file name.

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). Services pertain to HACP's entire public housing portfolio and are more fully described herein. 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 one (1) year.

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.

A. Green Physical Needs Assessment

The selected professional will perform a GPNA of HACP's Public Housing 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. An additional goal of the GPNA is to provide physical improvements that will reduce overall energy and water use while improving occupant comfort and indoor air quality quality and occupant thermal comfort. The effort should provide HACP 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 include, but are not limited to the following:

1. Consultation and interviews with HACP 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.
2. Consultation with HACP 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's 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 100% 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. Mechanical Equipment
 - o. trash collection facilities
 - p. electric utility infrastructure
 - q. natural gas utility infrastructure
 - r. 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. Survey of all roofs and roof decking through physically accessing the roof to assess the roof conditions.
 - a. 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:
 1. building structural components (including interior subflooring)
 2. roofs and roof decking
 3. gutters and building drainage systems
 4. fascia and soffits (including any covering)
 5. building veneer
 6. building insulation
 7. common doors and hardware
 8. mechanical systems (including any central systems)

9. domestic water heating systems
 10. plumbing systems (supply and drains)
 11. plumbing fixtures (including faucets)
 12. electrical service, panels, and wiring
 13. low voltage systems including telephone, cable, and data
 14. lighting and any other electrical equipment
 15. exhaust fans and other ventilation
 16. attics and basements
 17. emergency systems
 18. elevators (if applicable)
8. Establish a sampling methodology to select a minimum of 10% of dwelling units at each property for survey. Survey a minimum of 10% of dwelling units in each property to identify necessary improvements and to estimate the remaining useful life of components. The sample shall include at least two of each unit type in each property and may require that more than 10% of the units be surveyed. Components include, but are not limited to:
1. building structural components (including interior subflooring)
 2. roofs and roof decking
 3. gutters and building drainage systems
 4. fascia and soffits (including any covering)
 5. building veneer
 6. building insulation
 7. windows, screens, and shutters
 8. doors, screens, and hardware
 9. mechanical systems (including any central systems)
 10. ventilation
 11. domestic water heating systems
 12. plumbing systems (supply and drains)
 13. plumbing fixtures (including faucets, pipes, and showers)
 14. appliances
 15. electrical service, panels, and wiring
 16. low voltage systems including telephone, cable, and data
 17. lighting (including occupancy sensors) and any other electrical equipment
 18. thermometers
 19. exhaust fans and other ventilation
 20. cabinetry and countertops
 21. interior doors (including any open closets)
 22. ceilings, walls, and molding
 23. building materials such as carpeting and walls
 24. insulation
 25. emergency systems
 26. elevators (if applicable)
9. Separate building improvements into the following required categories:

- a. Site
 - b. Infrastructure
 - c. Building Exterior
 - d. Building Systems
 - e. Common Areas
 - f. Units
10. 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.
 11. 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
 12. 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.
 13. 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.
 14. 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
 - f. High performing green building needs
 - g. Healthy home needs
 15. Identification of any feasible "green", energy improvements, and recommendations to be considered by HACP. This may include the specification of particular building materials, the installation of solar equipment, other devices, use of construction techniques that promote energy and water conservation (including the orientation of windows, the use of shades, window films, lighting, water fixtures, insulation, HVAC and building systems improvements, and other similar sustainability strategies when recommending site improvements, and other similar green initiatives).
 16. 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 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. 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 upon completion of the final report(s).
- e. Specific formatting requirements shall be finalized with HACP prior to submission and must comply with HUD form 52832 and other .HUD regulations.

17. 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 ("EN") 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 include but are 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. The energy audit should provide sufficient data and guidance to indicate to HACP how it can accomplish significant energy and water reductions for each AMP.
2. Blower door testing for one unit per AMP for a total of 16 units authority-wide. See attachment K. Testing must be completed by a BPI certified inspector using a calibrated

- blower door to identify areas for improvement including but not limited to doors, windows, mechanical equipment, leaks, drafts, and insulation.
3. 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.
 4. 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 and water 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. Health benefits to residents quantified to the best measure possible;
 - k. Expected useful life of all ECMs and green measures;
 - l. Identify life cycle costs or savings of all ECMs and green measures including disposal costs and maintenance costs;
 - m. Energy auditor recommendations for optimal sequencing of ECM implementation for maximum benefit.
 5. 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; High performance and advanced energy savings technologies;
- h. Energy generating technologies, green roofs, 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 HACP.

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 HACP discovers it thereafter, then HACP may terminate the contract.

Each Offeror must be in good standing with HACP, 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's satisfaction by scoring an aggregate average of 3 points on an Evaluation completed by HACP on any HACP 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 Instructions to Offerors Non-Construction provided in **Attachment B** and *General Conditions – Non Construction* provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive. Offerors choosing to submit physical proposals must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD/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 HACP'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 *Housing Authority of the City of Pittsburgh* 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 HACP and City of Pittsburgh's established thresholds of 18% Minority-owned Business Enterprise and 7% 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.

HACP MBE and WBE Goals. It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen

percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent (7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP 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/IMBE 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'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 HACP 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 HACP shall be deemed non-responsive by HACP.

If you have any questions regarding the HACP MBE/WBE goals please contact Ms. Renelda Colvin, MBE/WBE Compliance Specialist by email Renelda.Colvin@hacp.org or by contacting her at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 456-5116

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 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 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 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, 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, 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 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.

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, 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 VI.

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 as a part of its proposal. By signing this Professional Services Contract, if HACP 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 10 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 15 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'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 in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

Section 3 Participation: **Maximum 15 points**
Demonstrated experience and/or commitment of the Offeror to assist HACP 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 Offerers in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **September 29, 2021 at 10:00 A.M., virtually via Zoom. See zoom link below:**

Join Zoom Meeting

<https://zoom.us/j/93665752999?pwd=Q2k5ZlF2a1pFSjlsZWdlWThSbmZLQT09>

Meeting ID: 936 6575 2999

Passcode: 690089

One tap mobile

+19292056099,,93665752999#,,,,*690089# US (New York)

+13017158592,,93665752999#,,,,*690089# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 936 6575 2999

Passcode: 690089

Find your local number: <https://zoom.us/u/ak2lwonab>

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's 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 Offerers 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 must be received at the above address no later than **October 26, 2021 at 10:00 A.M.**, regardless of the selected delivery mechanism. Copies of RFP documents are not available for in person pickup. Firms interested in responding may obtain a copy of the Request For Proposals documents from the Business Opportunities Section of the HACP website, www.hacp.org. Prospective Bidders may register as a vendor on the website and download the documents free of charge.

The Housing Authority of the City of Pittsburgh will only be accepting physical proposals dropped off in person on October 26, 2021 from 8:00 AM until the closing of 10:00 AM on October 26, 2021. Bids may still be submitted electronically at the following link: <https://www.dropbox.com/request/I7OT8K3AdiGLNgoX77ld> and can still be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross Street 2nd Floor, Suite 200, Pittsburgh, PA 15219 ATIN: Mr. Kim Detrick, Procurement Director/Chief Contracting Officer, Housing Authority City of Pittsburgh, Procurement Department.

A. Evaluation and Award Process

HACP staff will review each Proposal to determine if it is complete and if it is responsive to this Request for Proposals. HACP 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 Evaluation Committee. HACP's 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 will be considered for contract award.**

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

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

HACP 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 contracts which have a potential value of \$50,000.00 and greater is subject to approval by the HACP Board of Commissioners and the selected firm may be required to appear before the HACP Board of Commissioners.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT A

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

PROFESSIONAL SERVICES CONTRACT

This Agreement is made as of _____, 2021 between HOUSING AUTHORITY OF THE CITY OF PITTSBURGH, 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 ("**Authority**"), and _____ ("**Consultant**"). having its principal office at _____ ("**Consultant**").

PREAMBLE

Authority requires the performance of a Green Physical Needs Assessment ("GPNA") for the properties owned by the Authority, and Consultant desires to perform a GPNA for the Authority, all upon the terms and subject to the conditions hereinafter set forth.

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.** The Authority's Request for Proposals RFP 600- 2-2 including all Attachments and Addenda, the Consultant's Proposal 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.** Authority hereby engages Consultant to render the services associated with performance of a GPNA of Authority's public housing portfolio as set forth in the Request for Proposals (the "Services"). The list of properties included in the GPNA is included as **Exhibit A**.

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 Authority and Consultant.

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

Authority 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, Authority 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 Authority 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 Authority, 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 Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 8(ii)(b) hereof.

4. Compensation. In full compensation for the Services to be rendered by Consultant to Authority hereunder, Authority agrees to pay Consultant for the Services in accordance with the Fee Schedule set forth in **Exhibit B**; however, the compensation of costs for services shall not exceed \$_____. 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 Authority.

Consultant shall submit monthly invoices to Authority, such invoices shall include an itemization of the Services performed by Consultant and shall be prepared in a form reasonably satisfactory to Authority.

Authority 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 Authority's Contracting Officer. The Contract term shall expire within One (1) year of the contract execution unless sooner terminated as provided herein. Authority, 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 Authority. 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 Authority (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. Authority will be named as an additional insured on each of such liability policies. Consultant will deliver to Authority certificates evidencing such policies prior to the commencement of the Services, and will 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 Authority.

8. Termination.

(i) The Authority 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 Authority 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.

Authority 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) Authority 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 Authority. Authority may withhold any payments to Consultant, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Consultant.

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 Authority, 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 Authority. 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 Authority.

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, HACP, 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 Contractor, 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 contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and HACP because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which HACP 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.** Authority 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 Authority does not indicate acceptance of Services provided. Further, the Authority 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 Authority, or if the submission of any corrected Service remains unacceptable, the Authority 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 Authority, any confidential information pertaining

to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.

12. Representation and Warranties of Consultant. Consultant hereby represents and warrants to Authority 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 Authority 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 Authority.

14. Independent Consultant. Consultant shall perform the Services hereunder as an independent Consultant and not as an agent or employee of the Authority. 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 Authority.

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. Authority 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 Authority, 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 Authority 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 Authority in perpetuity. "**Work product**" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that Authority may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Consultant.

17. Return of Authority Property. Promptly after termination of this Agreement, Consultant shall return and shall cause its employees to return to Authority all property of the Authority 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. Authority'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 Authority a final release ("**Release**"), in a form acceptable to Authority, of all claims against Authority 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 Authority. Within 60 days after receipt of any claim Authority shall render a written decision concerning such claim. Unless Consultant, within 30 days after receipt of Authority's decision, notifies Authority 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 Authority not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after Authority has made a written request to Consultant to submit a final voucher and deliver the Release, whichever is earlier, then Authority'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 Authority: Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor - Suite 200
Pittsburgh, PA 15219
Attn.: Chief Contracting Officer

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 Authority 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 Authority, its successors and assigns.

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES CONTRACT**

**HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH**

By: _____ **Date** _____

Printed Name:

Title: Chief Contracting Officer

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 HACP, and any Addenda issued and made a part hereof.

**EXHIBIT B
FEE SCHEDULE**

Authority shall compensate Consultant for all Services based on Attachment H, Fee Proposal of RFP 600-32-21 to be incorporated herein.

Total Not-To-Exceed Amount: \$ _____

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, thief, 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

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.

<p>1. Type of Federal Action:</p> <p><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</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p>	
<p>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.</p>		<p>Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form LLL (1/96)</p>

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 9planned). 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.

<p>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 respect 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.</p>

Conflicts of Interest

_____ (Contractor?) certifies that:

1. No employee, officer, or agent of the Housing Authority of the City of Pittsburgh (HACP) participated in the selection, or in the award or administration of the Contractor's Agreement with HACP, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HACP 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 HACP.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACP during his or her tenure not for one year thereafter shall any officer, agent or employee of HACP have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT B

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

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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 there of 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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) 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
- (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



Development & Modernization
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

HACP Contract No. _____

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.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____ Signature: _____
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Title: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

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

11111111
-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) 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.

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.

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.

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;

(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
&
INTEGRATED ENERGY AUDIT
(GPNA)**

ATTACHMENT D

**Certifications and Representation 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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT E

MBE/WBE Special Participation Summary

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 _____

If “Yes”, please fill in the following chart:

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

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

****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.**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT F

Sample MBE/WBE Letter

ATTACHMENT F

DATE

<Name Of MEE or WEE Contact Person>
<Name of MEE or WEE firm>
<Address>
<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MEE or WEE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MEE or WEE 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 MBEIWBE>

(Signature)

(Signature)

(Name)

(Name)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT G

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

Section 3 Clause

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. 1701 u (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/RFQ NUMBER: _____
SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 2 CFR 200 et seq. and the HACP 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 the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP 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 HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

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)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

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 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 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 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 Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT H

Fee Proposal Form

GREEN PHYSICAL NEEDS ASSESSMENT & INTEGRATED ENERGY AUDIT

HACP Community Name	No. of AMP	No. of Bldgs.	Bldg. Type	Total Units within the Community	Min. No. of Units to Survey	No. of Non-Dwelling Bldgs.	No. Non-Dwelling Structures to Survey	Price Per Community
DOC-1205 Liverpool		0	B	0	0	1	1	
Central Maintenance 201 Kirkpatrick	1	0	B	0	0	1	1	
Bedford Dwellings	2	28	R-WU	411	42	2	2	
Arlington Heights	4	7	WU	143	15	1	1	
Allegheny Dwellings	5	11	WU	175	18	0	0	
Northview Heights	9	70	B-R-WU	538	54	2	2	
Pennsylvania Bidwell	15	1	B	120	12	1	1	
Pressley Street High Rise	17	1	B	211	22	0	0	
Homewood North	20	19	R	126	13	1	1	
Scattered Sites South	22	113	SF-SD-D	155	155	0	0	
Murray Towers	31	1	B	67	7	0	0	
Scattered Sites North	39	79	R-SD-D-SF	127	127	0	0	
Frank Mazza Pavillion	40	1	B	30	3	0	0	
Caliguiri Plaza	41	1	B	104	11	0	0	
Finello Pavillion	44	1	B	60	6	0	0	
Morse Gardens	45	1	B	70	7	0	0	
Carrick Regency	46	1	B	66	7	0	0	
Gualtieri Manor	47	1	B	31	4	0	0	
Subtotals		336		2434	503	9	9	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 Price Per Community column should reflect any/all hours, expenses, including overhead/profit, necessary to perform the total services of the GPNA per community line item. The Grand Total Fee shall equate to the sum of the price per community line items.

Company Name: _____

Vendor Signature: _____

Vendor Name Printed: _____

Phone # _____ Fax # _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT I

Firm Demographics Form

Firm Demographics																			
	All Employees	Male							Female					Total # of American Minorities					
		White American	African American	Hispanic American	Asian American	Native American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American		Asian American	Native 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.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT J

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

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<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	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ► _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

ATTACHMENT K

Public Housing Portfolio Property Listing

PUBLIC HOUSING PORTFOLIO PROPERTY LISTING

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
DOC-1205 Liverpool		0	B	0	0	1	1
Central Maintenance 201 Kirkpatrick	1	0	B	0	0	1	1
Bedford Dwellings	2	28	R-WU	411	42	2	2
Arlington Heights	4	7	WU	143	15	1	1
Allegheny Dwellings	5	11	WU	175	18	0	0
Northview Heights	9	70	B-R-WU	538	54	2	2
Pennsylvania Bidwell	15	1	B	120	12	1	1
Pressley Street High Rise	17	1	B	211	22	0	0
Homewood North	20	19	R	126	13	1	1
Scattered Sites South	22	113	SF-SD-D	155	155	0	0
Murray Towers	31	1	B	67	7	0	0
Scattered Sites North	39	79	R-SD-D-SF	127	127	0	0
Frank Mazza Pavillion	40	1	B	30	3	0	0
Caliguri Plaza	41	1	B	104	11	0	0
Finello Pavillion	44	1	B	60	6	0	0
Morse Gardens	45	1	B	70	7	0	0
Carrick Regency	46	1	B	66	7	0	0
Gualtieri Manor	47	1	B	31	4	0	0
Subtotals		336		2434	503	9	9

LEGEND

WU-Walkup/Multifamily Apt (Shared Entrance)
SF - Single Family Detached
SD - Semi Detached
D - Duplex
R - Row or Town House Style
B - Building/Elevator

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

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

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	Number of Vacant Units
Rental <input type="checkbox"/> Turnkey III - Vacant <input type="checkbox"/> Turnkey III - Occupied <input type="checkbox"/> Mutual Help <input type="checkbox"/> Section 23, Bond Financed <input type="checkbox"/>	Family <input type="checkbox"/> Elderly <input type="checkbox"/> Mixed <input type="checkbox"/>	Detached/Semi-Detached <input type="checkbox"/> Row <input type="checkbox"/> Walk-Up <input type="checkbox"/> Elevator <input type="checkbox"/>	Current Bedroom Distribution 0 _____ 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 5+ _____	 % Total Current Units

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.