

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

REQUEST FOR PROPOSALS

**Vision Insurance for HACP Employees and Retirees
RFP #650-22-25**

**Due:
October 10, 2025
11:00 A.M.**

**To: Mr. Brandon Havranek
Associate Director of
Procurement/Contracting Officer
Procurement Department
412 Boulevard of the Allies
6th Floor Procurement Department
Pittsburgh, PA 15219**

SECTION I INTRODUCTION

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq., as amended, and the Housing Authority Law of the Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq., as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.”

The HACP has approximately 300 employees and serves over 10,000 residents. The Authority, its partners, and subsidiaries operate approximately 4000 units of rental housing, and, through its Housing Choice Voucher Program, fund housing assistance for the rental of more than 6000 other units of privately owned housing.

Major operational departments include Asset and Site Management, Facility Services, Occupancy, Housing Choice Voucher, and Modernization & Development. Major administrative departments include Legal, Finance, Information Technology, and Human Resources. Our public and community relations departments are Community Affairs and Resident Self-Sufficiency. All departments work together to achieve the goals of the Authority that are set by the Board of Commissioners. Day-to-day decision-making rests with the Executive Director, who reports to the Board of Commissioners on a regular basis.

The Housing Authority of the City of Pittsburgh seeks proposals from persons or organizations qualified to provide Vision Insurance for HACP Employees and Retirees.

The Authority is contemplating the award of a professional service contract, or contracts, for **an initial term of three (3) years with two (2), one (1) year extension options, for a total of five (5) years**, in the form of the Contract (**Attachment A**) 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 with your proposal. If submitting your company contract for review and acceptance by HACP, please submit an electronic version in MS Word format with your proposal. 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:

Mr. Brandon Havranek –
Associate Director of Procurement/Contracting Officer
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies
6th Floor, Procurement Department
Pittsburgh, PA 15219
412-456-5000 Ext 2890

If submitting questions via email, please send to brandon.havranek@hacp.org

A complete proposal package may be obtained from:

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

The following are the Key Dates associated with this Request for Proposals:

October 10, 2025
11:00 a.m.

Deadline for Submission of Proposals

Mr. Brandon Havranek
Associate Director of Procurement/Contracting
Officer
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies
6th Floor, Procurement Department
Pittsburgh, PA 15219

October 1, 2025
11:00 a.m.

Pre-submission Meeting:

Will be held via Zoom Meeting:

Join Zoom Meeting

<https://hacp-org.zoom.us/j/82562734189?pwd=nEr9nzhya0HDZZzoals1DK6MPxXVfl.1>

Meeting ID: 825 6273 4189

Passcode: 674014

Dial by your location:

+1 301 715 8592 US (Washington D.C)

October 2, 2025
11:00 a.m.

Deadline for the submission of written questions.

****Deadlines are subject to extension at HACP's discretion and will be communicated as an addendum to this solicitation.**

HACP will also accept online submissions for this Request for Proposals. For those respondents wishing to submit online, please go to the following web address to upload documents:

<https://www.dropbox.com/request/qABqe5y10Jq92rmmq0Hr>

Please include your name and email address when prompted before submitting, and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via a flash drive. The title of the uploaded bid shall be as follows:

[Full Company Name]_RFP #650-22-25_Technical
[Full Company Name]_RFP #650-22-25_Fee Proposal

In the unlikely event your bid is too large to be uploaded as a single file, add: _Part-1, _Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, 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 time of 11:00 a.m. on October 10, 2025**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Proposals may still be mailed via USPS, at which time they will be time and date stamped in the Procurement Department at 412 Boulevard of the Allies, 6th Floor Procurement Department, Pittsburgh, PA 15219. All proposals must be received at the above address no later than 11:00 a.m. on October 10, 2025, regardless of the selected delivery mechanism.

SECTION II SCOPE OF SERVICES

The selected offeror will be responsible for the Vision Insurance for HACP Employees and Retirees.

The scope of services is specifically described below:

1. Provide employee Vision benefits for Housing Authority City of Pittsburgh full-time employees and Retirees, spouses of employees and Retirees, and the children of active employees, as well as for COBRA participants. Provide online access to benefits data and claim status information. Also, provide Toll-free access to automated benefits or live customer service representatives.
2. Manage/pay claims in accordance with the contract issued as a result of an award emanating from this RFP.
3. Provide an adjudication system to members for dispute resolution.
4. Issue monthly bills to the Authority based on enrollment and contracted tier structure rates.
5. Provide a minimum of three (3) members in the Human Resources Department of the Housing Authority access to awardees' electronic system to enroll participants, and to manage other appropriate administrative functions. Provide training on the system as needed.
6. Attend meetings with the Housing Authority on a quarterly basis to review/analyze data and develop solutions to educate work force and contain costs. Provide any necessary reports and data to ensure full analysis.
7. Comply with all HIPAA regulations, including safeguarding the privacy and confidential medical data of members enrolled through the Housing Authority.
8. Provide responsive Customer Service to answer questions for HACP Human Resources personnel.
9. Provide any necessary materials needed for open enrollment of the work force and COBRA participants.
10. Perform any other services not expressly stated but considered to be an industry standard for employee benefit insurance programs.

Provide any and all other services necessary to assure an effective employee vision benefit program.

The Professional Services Contract that is anticipated for us to obtain these services is included herein as
Attachment A.

SECTION III GENERAL REQUIREMENTS

An Offeror may be an individual or a business corporation, partnership, firm, joint venture, or other legal entity duly organized and 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 ground for disqualification. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could 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. If the Offeror is not in good standing with HACP, and/or any Federal, State, or Municipality, this must be disclosed. If a Federal, State, or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror must disclose this information to HACP. HACP will consider such facts and circumstances during its evaluation of the Offeror's proposal. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

The Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation, and submit proof of it with their proposal submission.

By receipt of this contract award, it shall be the responsibility of the successful Offeror to agree, certify, and eventually show proof that the work and products provided and installed by the Offeror are in full compliance with the requirements of the Build America, Buy America (BABA) Act. More information can be obtained at the following link: <https://www.hud.gov/baba>.

SECTION IV 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 a PDF format on a Flash Drive. In a separate sealed envelope, submit one (1) original paper, one (1) paper copy, and one (1) electronic copy in a 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)
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. Description of the Offeror's capacity, including staff resources
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture, or other organizational document.
 - (b) 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

1. The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. Name of the contracting entity.
2. Name, title, and telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand 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. In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job, and all change orders related to the job and the reason for each.
4. All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants for this contract:

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 in which the Staff and/or sub-consultant has 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.

D. Methodology

Project Approach: Provide a brief narrative of the Offeror's approach to the services described in this Request for Proposals. Availability: Describe the availability of the Staff proposed and the turnaround time for each request to be made by the Authority.

E. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors provided in **Attachment D**.

F. Minority and Women Business Participation Plan

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/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor 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 contractor provides documentation that ten (10) certified MBE and ten (10) certified WBE contractors could not be identified. Each contractor 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 from a contractor that does not contain such certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.

If you have any questions regarding the HACP MBE/WBE goals, please contact **Mr. Rick Williams, Vendor Relations Manager**, by email at Ricardo.Williams @hacp.org or by contacting

him at the Procurement Department, Housing Authority of the City of Pittsburgh, 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219, telephone (412) 643-2768. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment E** and include it with your proposal.

G. Section 3 Participation

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 contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran status, 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 contractors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider a contractor’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 RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP’s Section 3 program in an amount consistent with the chart below.

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

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR A. 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

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR A. 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 www.HACP.org*

A copy of HUD's Section 3 requirement is provided in Attachment F. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact **Lloyd C. Wilson Jr., Resident Sustainability Manager**, by email at lloyd.wilson@hacp.org or by contacting him at Housing Authority of the City of Pittsburgh, Bedford Hope Center 2305 Bedford Avenue, Pittsburgh, PA 15219, telephone **(412) 643-2761**. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Also, complete **Attachment F, Section 3 Opportunities Plan**, and include it with your proposal.

Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.

H. Firm Demographics

Provide a demographic description of all employees of your firm using the table provided in Attachment G.

I. TIN/W-9 Form

Complete a W-9 Request for Taxpayer Identification Number and Certification, as provided in Attachment H.

J. MBE/WBE Letter of Intent

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

K. Fee Sheet

All Offerors are required to submit their fees for providing the goods or services requested under this RFP in accordance with **Attachment K**, titled "FEE SHEET."

L. Attachment L - HACP Employee Census

M. Attachment M - Vision Schedule of Benefits

N. Attachment N - Vision Claims Report

SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and 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 Offeror:

Maximum 25 points

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Proposals.

Capacity:

Maximum 25 points

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

Proposed Fee:

Maximum 20 points

The proposed rates and level of service are reasonable and appropriate in relation to the services requested.

Methodology:

Maximum 25 points

The Offeror's proposed methodology is reasonable and logical, and will ensure that HACP requirements will be met, and indicates that the Offeror has a clear understanding of the scope of services required.

MBE/WBE Participation

Maximum 2 points

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirements and goals related to Minority/Women Business Participants.

Section 3

Maximum 3 points

Demonstrated commitment to assist the 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 VI PROCUREMENT AND AWARD PROCESS

Pursuant to 24 C.F.R. Section 85.36 (d)(3)/ 2 C.F.R. 200.319, **Vision Insurance for HACP Employees and Retirees** is being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **October 1, 2025, at 11:00 a.m., and will be held via Zoom Meeting:**

Join Zoom Meeting

<https://hacp-org.zoom.us/j/87130868408?pwd=rYDbtbvUPSvUbQIyYVTZJAXKUvvWxZ.1>

Meeting ID: 871 3086 8408

Passcode: 674014

Dial by your location:

+1 301 715 8592 US (Washington D.C)

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.

Although not mandatory, 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.

Each firm shall submit in writing to the Contract Manager a request for additional information as follows:

1. Describe any items, information, reports, or the like, if any, that the Proposer will require from the HACP in order to comply with the scope of Services.
2. Identify any revisions to the Sample Contract that the Proposer will require in order to provide the services identified herein. Proposers are required to submit requests for revisions to the Contract, if any, to the HACP in writing at the time of proposal submission.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

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.

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

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

**Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies
6th Floor, Procurement Department
Pittsburgh, PA 15219**

HACP will also accept online submissions for this Request for Proposals. For those respondents wishing to submit online, please go to the following web address to upload documents:

<https://www.dropbox.com/request/qABqe5y10Jq92rmmq0Hr>

Please include your name and email address when prompted before submitting, and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via a flash drive. The title of the uploaded bid shall be as follows:

**[Full Company Name]_RFP #650-22-25_Technical
[Full Company Name]_RFP #650-22-25_Fee Proposal**

In the unlikely event your bid is too large to be uploaded as a single file, add: _Part-1, _Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, 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 time of 11:00 a.m. on October 10, 2025**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Proposals may still be mailed via USPS, at which time they will be time and date stamped in the Procurement Department at 412 Boulevard of the Allies, 6th Floor Procurement Department, Pittsburgh, PA 15219. All proposals must be received at the above address no later than 11:00 a.m. on October 10, 2025, regardless of the selected delivery mechanism.

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

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

D. Evaluation and Award Process

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACP may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the 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 V of this Request for Proposals.

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

HACP will perform a responsibility determination of the highest-ranked Offeror, which may include reference and financial background checks.

HACP will award a contract to the highest-ranked Offeror or Offerors determined to be responsive and responsible and whose offer is in the best interest of HACP.

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 amount of \$50,000.00 or greater, the selected firm may be required to appear before and present a Minority and Women Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.

ATTACHMENT A

CONTRACT

(Contract and Contract Exhibits must be filled out, and contract returned with proposal)

**PROFESSIONAL SERVICE CONTRACT
FOR
Vision Insurance for HACP Employees and Retirees**

This Agreement is made as of _____ 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 412 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219 ("**Authority**"), and _____, having its principal office at _____ ("**Contractor**").

PREAMBLE

Authority desires the Contractor to provide Vision Insurance for HACP Employees and Retirees.

Contractor desires to provide to the Authority Vision Insurance for HACP Employees and Retirees.

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. Engagement. Authority hereby engages Contractor to render the following services set forth on Exhibit A (the "**Services**").

Contractor hereby accepts such engagement and covenants that Contractor 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 Contractor.

It is understood that the Contractor'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.

2. Contractor Conflicts. Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor 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.

Contractor 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 Contractor 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 7(ii)(b) hereof.

3. Compensation. In full compensation for the Services to be rendered by Contractor to Authority hereunder, Authority agrees to pay Contractor for the Services in accord with the Fee Schedule set forth on **Exhibit B**; however, the compensation of costs for services not to exceed fee of \$_____. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of Authority.

Contractor shall submit monthly invoices to Authority, which invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to Authority.

Contractor shall use its reasonable business efforts to submit invoices within 45 days of rendering Services.

All original invoices must be mailed directly to the following address:

Housing Authority of the City of Pittsburgh
Attn: Procurement Department - Invoicing & Receiving
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219

Invoices may also be electronically mailed to our Invoicing Department:

invoices@hacp.org

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

4. Term. The commencement date for performing the Services shall be the date of this Agreement, listed above, and will continue for **an initial term of three (3) years with two (2), one (1) year extension options, for a total of five (5) years**, at the discretion of the Authority, unless sooner terminated as provided herein.

5. Contractor's Obligations. Contractor shall comply with the following:

(a) If requested, Contractor will submit monthly written narrative progress reports to the Authority. Contractor 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 Contractor is a non-profit organization incorporated or registered to do business in Pennsylvania under the laws of the Commonwealth of Pennsylvania, Contractor shall provide a copy of its annual Audit or Review, whichever is required to the Pennsylvania Bureau of Charitable Organizations.

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

6. Insurance. Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than \$100,000 per occurrence with insurers reasonably acceptable to the Authority. The Authority will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and non-contributory basis. The Contractor 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.

7. Termination.

(i) The Authority may terminate this Agreement for convenience upon 30 days' prior written notice to the Contractor.

(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 Contractor;

(b) Contractor or Contractor'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) Contractor's refusal to substantially perform the Services;

(d) Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or

(e) Contractor files a petition in bankruptcy or such petition is filed against Contractor.

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 Contractor shall

be liable for any additional costs incurred by Authority. Authority may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Contractor.

8. Minority/Women Participation. Contractor 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, Contractor shall take all necessary steps in accordance with 2 CFR 200.321/24 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. Contractor 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 Contractor to carry out the requirements set forth in 2 CFR 200.321/24 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.

9. **Acceptance of the Services.** Authority has the right to review and/or require correction of any services provided by Contractor. The Contractor 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 Contractor 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 7(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

10. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor'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.

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

12. **Indemnification.** Contractor 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 Contractor's or its employees' performance of the Services on behalf of Authority.

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

14. **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 Contractor under this Agreement.

15. **Inspections; Work Product.** Pursuant to 2 CFR 200.33(c)/ 24 CFR 85.36(i)(10) and (11), access shall be given by Contractor 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 Contractor 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 Contractor performed Services are closed.

All work product produced by Contractor, including Contractor'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 Contractor.

16. Return of Authority Property. Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor'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 Contractor following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.

17. Third Party Solicitation. Contractor warrants that Contractor 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.

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

19. Disputes. All disputes arising under or related to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- (a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Authority against the contractor shall be subject to a written decision by the Contracting Officer.
- (b) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (c) The Contracting Officer's decision shall be final unless the Contractor
 - 1) Appeals in writing to a higher level in the Authority in accordance with the Authority's policy and procedures;
 - 2) Refers the appeal to an independent mediator or arbitrator; or
 - 3) Files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of Contracting Officer's decision.
- (d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.

20. 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 the Authority: Housing Authority of the City of Pittsburgh
Marian Y. Woods, DBA
Chief Human Resources Officer
412 Boulevard of the Allies
Pittsburgh, PA 15219
412-456-5085
marian.woods@hacp.org

And a copy of the notice or other communication should be sent to:

Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
Attn: Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer

If to Contractor: Name: _____
Address: _____

Attn: _____
Phone/Fax: _____
Email: _____

21. Compliance with Law. Contractor 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) |
| (d) | Conflict of Interest | (Exhibit F) |

22. Transfer by Contractor. Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

23. **Liquidated Damages.** Contractor shall pay \$ 0.00 per day for each day of delay.

24. **Build America, Buy America (BABA) Act Requirements.** By receipt of this contract award, it shall be the responsibility of the successful Contractor to agree, certify, and eventually show proof that the work and products provided and installed by the Contractor are in full compliance with the requirements of the noted Act. More information can be obtained at the following link: <https://www.hud.gov/baba>.

25. **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.

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**SIGNATURE PAGE TO
PROFESSIONAL SERVICE CONTRACT
FOR
Vision Insurance for HACP Employees and Retirees**

HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH

Date: _____

By: _____
Chief Contracting Officer

Vendor Name

Date: _____

By: _____

Title: _____

**EXHIBIT A
Scope of Services**

The selected offeror will be responsible for the Vision Insurance for HACP Employees and Retirees.

The scope of services is specifically described below:

1. Provide employee Vision benefits for Housing Authority City of Pittsburgh full-time employees and Retirees, spouses of employees and Retirees, and the children of active employees, as well as for COBRA participants. Provide online access to benefits data and claim status information. Also, provide Toll-free access to automated benefits or live customer service representatives.
2. Manage/pay claims in accordance with the contract issued as a result of an award emanating from this RFP.
3. Provide an adjudication system to members for dispute resolution.
4. Issue monthly bills to the Authority based on enrollment and contracted tier structure rates.
5. Provide a minimum of three (3) members in the Human Resources Department of the Housing Authority access to awardees' electronic system to enroll participants, and to manage other appropriate administrative functions. Provide training on the system as needed.
6. Attend meetings with the Housing Authority on a quarterly basis to review/analyze data and develop solutions to educate work force and contain costs. Provide any necessary reports and data to ensure full analysis.
7. Comply with all HIPAA regulations, including safeguarding the privacy and confidential medical data of members enrolled through the Housing Authority.
8. Provide responsive Customer Service to answer questions for HACP Human Resources personnel.
9. Provide any necessary materials needed for open enrollment of the work force and COBRA participants.
10. Perform any other services not expressly stated but considered to be an industry standard for employee benefit insurance programs.
11. Provide any and all other services necessary to assure an effective employee vision benefit program.

EXHIBIT B

FEE SCHEDULE

Contractor will be paid based on the following:

Attachment K, Fee Sheet of RFP #650-22-25 to be incorporated here.

EXHIBIT C - CERTIFICATION OF PROPOSER

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

Signature and Title of Authorized Official

EXHIBIT D - CERTIFICATION REGARDING LOBBYING

I, _____,
Hereby Certify on (Name and Title of Authorized Official)

Behalf of _____ that
(Subcontractor)

- (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

EXHIBIT E - DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Authorized for Local Reproduction

Standard Form LLL (1/96)

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.

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.

EXHIBIT F - 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 nor 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.

CONTRACTOR

Date: _____

By: _____

Name: _____

Title: _____

ATTACHMENT B

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT C

GENERAL CONDITIONS FOR NONCONSTRUCTION CONTRACTS

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. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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 \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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 111, 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
 - () 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 therefrom, 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.

(v) 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.

(i) 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 subcontractor 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 Brail 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

ATTACHMENT 12

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:

3(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: _____
Chief Contracting Officer

=====

Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Title: _____

Certifications and Representations of Offerors

Non-Construction Contract

ATTACHMENT D

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Offeror: _____

RFP#: _____

Due Date: _____

ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY**I. SMALL BUSINESS PARTICIPATION**

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

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", are any Consultants 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 Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", are any Consultants 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.**

ATTACHMENT F - 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. 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 75.15 and 75.25 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 part 75.5 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 § 75.9 or §75.19, 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 int 24 CFR part 75. 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 int 24 CFR part 75.

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 2 CFR § 200.334 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR § 200.334 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 135/2 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements. The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.



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 24 CFR Part 75 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 Sustainability Manager for resident referrals at 412-643-2761, Ext 2761.**

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

[illegible]

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 low-or very low-income persons or Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. 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 hour's 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, 412 Boulevard of the Allies, 7th 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: _____

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

Explain all other American Minority: _____

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

ATTACHMENT H

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
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																																																				
Print or type. See Specific Instructions on page 3.	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.																																																			
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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. </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____ </div> </div>																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.) See instructions.																																																			
6 City, state, and ZIP code		Requester's name and address (optional)																																																		
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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> </table>			Social security number																				OR										Employer identification number																			
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Part II Certification Under penalties of perjury, I certify that:																																																				
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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:																																																				
<ul style="list-style-type: none"> • 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.																																																				

Attachment I
Sample M/WBE Commitment Letter

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

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

<Name of Prime Bidder> has submitted a bid for the above referenced project to 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 MBE or WBE firm> as follows:

Scope of Proposed Services: _____

Estimated Dollar Value: _____

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

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

ATTACHMENT J

Previous Related Experience - References

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. The bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at any time prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 1</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 2</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

<i>Reference 3</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

Previous Related Experience – Last three (3) jobs

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 4</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

<i>Reference 5</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 6</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

Previous Related Experience – HACP Project

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 7</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			
<i>8</i>			
<i>9</i>			
<i>10</i>			

ATTACHMENT K

**Vision Insurance for HACP Employees and Retirees
RFP #650-22-25
FEE SHEET**

PRICE IS TO BE LISTED PER THE FOLLOWING:

VISION	Year 1	Year 2 Max Ceiling Amount	Year 3 Max Ceiling Amount	Year 4 Max Ceiling Amount	Year 5 Max Ceiling Amount
Individual Employee	\$	%	%	%	%
Employee and Dependents	\$	%	%	%	%

Company Name (Printed): _____

Name (Printed): _____

Title: _____

Address: _____

Phone/Fax: _____

Email Address: _____

Signature: _____

Attachment L

HACP Employee Census

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
1009	Vision	UPMC Family	51.5	M	15104
1489	Vision	UPMC Family	30	F	15206
1774	Vision	UPMC Family	32.5	M	15122
1448	Vision	UPMC Family	54.3	F	15136
1554	Vision	UPMC Family	58	M	15219
2081	Vision	UPMC Family	46.9	M	15221
1632	Vision	UPMC Family	39	F	15211
0984	Vision	UPMC Family	51.7	F	15214
1709	Vision	UPMC Family	45.9	M	15233
0804	Vision	UPMC Family	71.9	M	15203
1743	Vision	UPMC Family	44	F	15131
1034	Vision	UPMC Family	38.7	M	15212
0980	Vision	UPMC Family	66.9	M	15236
1378	Vision	UPMC Family	61.5	M	15206
1921	Vision	UPMC Family	51.9	F	15212
1058	Vision	UPMC Family	68.5	M	15104
2258	Vision	UPMC Family	48.7	F	15122
2212	Vision	UPMC Family	64.9	M	15642
0695	Vision	UPMC Family	55.8	M	15205
0983	Vision	UPMC Family	41.1	M	15025
1109	Vision	UPMC Family	51.8	F	15108
2159	Vision	UPMC Family	28.2	M	15049
0710	Vision	UPMC Family	50.8	F	15210
2211	Vision	UPMC Family	54.6	M	15108
0385	Vision	UPMC Family	60.1	M	15207
1315	Vision	UPMC Family	46.1	M	15202
1987	Vision	UPMC Family	33.2	F	15108
0005	Vision	UPMC Family	71.7	F	15205
2089	Vision	UPMC Family	30.8	M	15202
1900	Vision	UPMC Family	43.9	M	15206
2054	Vision	UPMC Family	42.9	F	15212
1371	Vision	UPMC Family	38.1	M	15018
1783	Vision	UPMC Family	36.1	M	15237
0535	Vision	UPMC Family	60.4	M	15201
2233	Vision	UPMC Family	61.1	M	15213
1721	Vision	UPMC Family	45.6	M	15206
2163	Vision	UPMC Family	30.4	F	15214
1911	Vision	UPMC Family	52	F	15206
2418	Vision	UPMC Family	74.9	M	15218
1454	Vision	UPMC Family	40.6	M	15207
1781	Vision	UPMC Family	35.3	M	15122
1270	Vision	UPMC Family	51.1	M	15217
1975	Vision	UPMC Family	45	M	
2594	Vision	UPMC Family	53.1	F	15214
1594	Vision	UPMC Family	37.4	M	11234
1002	Vision	UPMC Family	51	F	15205

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
1786	Vision	UPMC Family	26.7	F	15106
0410	Vision	UPMC Family	64.7	M	15120
3152	Vision	UPMC Family	64.6	M	15201
1348	Vision	UPMC Family	42.6	M	15057
1744	Vision	UPMC Family	48.8	F	15215
1764	Vision	UPMC Family	44.7	F	15136
3359	Vision	UPMC Family	57	M	15201
1458	Vision	UPMC Family	38.8	F	15212
1047	Vision	UPMC Family	39.5	F	15226
1188	Vision	UPMC Family	50.2	M	15233
1157	Vision	UPMC Family	60.9	F	15226
2085	Vision	UPMC Family	31.4	F	15120
1918	Vision	UPMC Family	38.7	F	15210
8135	Vision	UPMC Family	62.7	F	15209
1197	Vision	UPMC Family	53.5	M	15214
1914	Vision	UPMC Family	45.7	F	15204
2261	Vision	UPMC Family	52.2	M	15136
0861	Vision	UPMC Family	54.7	M	15218
2156	Vision	UPMC Family	44	F	15204
1006	Vision	UPMC Family	42.7	F	15120
1789	Vision	UPMC Family	63.7	M	15085
1283	Vision	UPMC Family	54.4	F	15227
1114	Vision	UPMC Family	35.2	F	15205
1749	Vision	UPMC Family	44.3	F	15204
1513	Vision	UPMC Family	32.8	F	15219
1561	Vision	UPMC Family	56.3	M	15206
1201	Vision	UPMC Family	38.5	F	15206
4923	Vision	UPMC Family	66	M	15202
1077	Vision	UPMC Family	69.3	M	15205
0151	Vision	UPMC Family	54.6	F	15205
1945	Vision	UPMC Family	45	F	15235
0489	Vision	UPMC Family	37.9	M	15120
0189	Vision	UPMC Family	64.2	F	15219
1642	Vision	UPMC Family	49.3	M	15219
0160	Vision	UPMC Family	52.6	M	15207
0967	Vision	UPMC Family	65.3	M	15226
0966	Vision	UPMC Family	66.1	M	15226
2012	Vision	UPMC Family	36	M	15108
1541	Vision	UPMC Family	34	M	15212
1044	Vision	UPMC Family	41.2	M	15116
0023	Vision	UPMC Family	59.7	F	15201
2890	Vision	UPMC Family	63.3	F	15236
1976	Vision	UPMC Family	34.8	M	15147
2123	Vision	UPMC Family	43.5	F	15236
6210	Vision	UPMC Family	61.7	M	15202
0756	Vision	UPMC Family	48.6	M	15216

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
0149	Vision	UPMC Family	54.3	F	15205
1886	Vision	UPMC Family	39.2	F	15026
2093	Vision	UPMC Family	64.6	F	15224
2095	Vision	UPMC Family	53	M	15206
0478	Vision	UPMC Family	48.8	M	15206
0137	Vision	UPMC Family	62.6	M	15210
3801	Vision	UPMC Family	65.8	F	15221
1545	Vision	UPMC Family	38.5	M	15221
1663	Vision	UPMC Family	38	M	15212
2248	Vision	UPMC Family	60.2		15021
1693	Vision	UPMC Family	27.2	M	15221
1374	Vision	UPMC Family	54.3	M	15205
1672	Vision	UPMC Family	46.1	M	15122
8120	Vision	UPMC Family	54.9	M	15101
0812	Vision	UPMC Family	42.4	M	15120
1535	Vision	UPMC Family	54.8	F	15204
1879	Vision	UPMC Family	49.9	M	15204
0992	Vision	UPMC Family	68.2	F	15214
1979	Vision	UPMC Family	59	M	15001
1683	Vision	UPMC Family	53	F	15219
0366	Vision	UPMC Family	54.1	M	15001
1943	Vision	UPMC Family	57.9	M	15235
1622	Vision	UPMC Family	29.5	F	15212
8974	Vision	UPMC Family	60.6	M	15101
8987	Vision	UPMC Family	52.3	M	15204
1584	Vision	UPMC Family	39.8	M	15233
1123	Vision	UPMC Family	41.9	M	15116
2092	Vision	UPMC Family	59.1	F	15219
0585	Vision	UPMC Family	60.2	M	15214
1050	Vision	UPMC Family	40.1	M	15213
1692	Vision	UPMC Family	26.7	M	15227
2138	Vision	UPMC Family	38.9	F	15212
1754	Vision	UPMC Family	61.9	F	15222
9387	Vision	UPMC Family	66	M	15219
2083	Vision	UPMC Family	58.5	M	15207
1826	Vision	UPMC Single	35.2	F	15211
2210	Vision	UPMC Single	47.6	F	15206
1382	Vision	UPMC Single	39.1	M	15106
1653	Vision	UPMC Single	52.6	F	15214
1370	Vision	UPMC Single	53	M	15116
1865	Vision	UPMC Single	65.6	F	15120
2096	Vision	UPMC Single	38.3	F	15220
1982	Vision	UPMC Single	43.8	F	15203
1898	Vision	UPMC Single	30.9	F	15133
1687	Vision	UPMC Single	44.8	M	15140
2216	Vision	UPMC Single	37	F	15216

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
0114	Vision	UPMC Single	69.4	F	15205
2257	Vision	UPMC Single	35.9	F	15104
1479	Vision	UPMC Single	52.7	M	15207
2142	Vision	UPMC Single	64.9	F	15024
2055	Vision	UPMC Single	57.3	M	15209
0972	Vision	UPMC Single	61.3	M	15204
1765	Vision	UPMC Single	43.5	F	15024
1891	Vision	UPMC Single	33.2	M	15212
1747	Vision	UPMC Single	51.5	M	15232
1703	Vision	UPMC Single	63.7	M	15045
2202	Vision	UPMC Single	54.5	F	15110
1293	Vision	UPMC Single	69.4	F	15210
1648	Vision	UPMC Single	40.8	M	15207
1906	Vision	UPMC Single	36	F	15219
2041	Vision	UPMC Single	31	M	15205
1514	Vision	UPMC Single	35.9	F	15206
0920	Vision	UPMC Single	46.6	M	15216
1422	Vision	UPMC Single	57.4	M	15106
1917	Vision	UPMC Single	59.9	F	15235
1939	Vision	UPMC Single	63.4	F	15206
1690	Vision	UPMC Single	58.1	M	15221
1933	Vision	UPMC Single	25.7	M	15132
1340	Vision	UPMC Single	66.7	M	15208
1795	Vision	UPMC Single	61.3	M	15146
1386	Vision	UPMC Single	52.4	F	15226
1790	Vision	UPMC Single	63.4	F	15207
1500	Vision	UPMC Single	36.4	F	15210
1837	Vision	UPMC Single	45.2	M	15216
1678	Vision	UPMC Single	31.3	M	15203
1082	Vision	UPMC Single	62.4	F	15210
1223	Vision	UPMC Single	32.9	M	15210
1884	Vision	UPMC Single	44.3	F	15122
2035	Vision	UPMC Single	30.3	M	15214
1367	Vision	UPMC Single	60.9	M	15207
2148	Vision	UPMC Single	29.2	F	15206
0147	Vision	UPMC Single	66.8	F	15216
1287	Vision	UPMC Single	45.2	F	15206
2417	Vision	UPMC Single	67.8	M	15145
0250	Vision	UPMC Single	51.6	F	15642
1525	Vision	UPMC Single	33.7	F	15034
1696	Vision	UPMC Single	62.7	F	15212
1847	Vision	UPMC Single	39.2	M	15146
1759	Vision	UPMC Single	26.6	M	15025
2256	Vision	UPMC Single	58.2	M	15104
2010	Vision	UPMC Single	47.6	M	15221
1098	Vision	UPMC Single	71.1	F	15201

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
1948	Vision	UPMC Single	35.2	M	15120
1727	Vision	UPMC Single	32.9	M	15206
1863	Vision	UPMC Single	44.3	F	15204
1978	Vision	UPMC Single	62.4	M	15235
1119	Vision	UPMC Single	67.7	M	15201
1136	Vision	UPMC Single	51.2	F	15219
2158	Vision	UPMC Single	34.7	F	15120
1551	Vision	UPMC Single	63.8	M	15226
1915	Vision	UPMC Single	40	F	
2214	Vision	UPMC Single	26	M	15221
1807	Vision	UPMC Single	26.2	F	15207
1555	Vision	UPMC Single	48	F	15210
1752	Vision	UPMC Single	52.9	F	15136
1808	Vision	UPMC Single	33	F	15205
1935	Vision	UPMC Single	33.8	M	15213
1896	Vision	UPMC Single	31.6	F	15201
1615	Vision	UPMC Single	35.7	M	15202
4129	Vision	UPMC Single	60.1	F	15210
4349	Vision	UPMC Single	59	F	15210
0954	Vision	UPMC Single	67.2	M	15227
1014	Vision	UPMC Single	52.2	F	15142
1836	Vision	UPMC Single	30.5	M	15226
2196	Vision	UPMC Single	29.3	F	15204
2015	Vision	UPMC Single	24	F	15208
1103	Vision	UPMC Single	40.1	M	15226
1907	Vision	UPMC Single	24.8	F	15203
2017	Vision	UPMC Single	44	M	15132
1861	Vision	UPMC Single	29.9	M	15237
4974	Vision	UPMC Single	68.1	F	15212
1071	Vision	UPMC Single	59.2	M	15212
1910	Vision	UPMC Single	53.4	F	15235
1784	Vision	UPMC Single	44.3	M	15219
1871	Vision	UPMC Single	38.1	M	15207
1494	Vision	UPMC Single	30.9	M	15207
1360	Vision	UPMC Single	40.3	F	15220
5463	Vision	UPMC Single	60.4	M	15216
1016	Vision	UPMC Single	53.6	F	15210
1110	Vision	UPMC Single	58.5	M	15216
1664	Vision	UPMC Single	37.8	F	15203
1878	Vision	UPMC Single	44.6	M	15218
1869	Vision	UPMC Single	64.2	F	15632
1577	Vision	UPMC Single	29.2	M	15219
1398	Vision	UPMC Single	35.5	F	15122
6182	Vision	UPMC Single	59.4	F	15235
6245	Vision	UPMC Single	62.4	F	15210
1903	Vision	UPMC Single	28.8	F	15133

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
2030	Vision	UPMC Single	21.8		15212
6279	Vision	UPMC Single	58.3	F	15222
1937	Vision	UPMC Single	36.1	F	
1618	Vision	UPMC Single	42	M	15210
1874	Vision	UPMC Single	33.1	M	15017
2140	Vision	UPMC Single	49.3	F	15212
6428	Vision	UPMC Single	64.4	M	15206
1893	Vision	UPMC Single	75.1	M	15214
1052	Vision	UPMC Single	63.6	M	15210
0327	Vision	UPMC Single	44.9	F	15201
1971	Vision	UPMC Single	29.3	M	15301
2204	Vision	UPMC Single	32.8	F	15204
1768	Vision	UPMC Single	56.2	M	15222
1487	Vision	UPMC Single	61.7	M	15201
7015	Vision	UPMC Single	63.4	M	15147
2044	Vision	UPMC Single	52.8	F	15218
2088	Vision	UPMC Single	25.8	F	15212
1867	Vision	UPMC Single	72.4	M	15207
2051	Vision	UPMC Single	36.8	M	15221
2199	Vision	UPMC Single	38.9	F	15136
1482	Vision	UPMC Single	35.2	M	15201
1691	Vision	UPMC Single	49.4	F	15206
2086	Vision	UPMC Single	38.1	F	15237
1048	Vision	UPMC Single	57.3	F	15102
1841	Vision	UPMC Single	59.4	M	15210
1853	Vision	UPMC Single	38.7	M	15129
1142	Vision	UPMC Single	47.6	M	15071
2042	Vision	UPMC Single	49.9	M	15235
1969	Vision	UPMC Single	26.8	F	15206
2160	Vision	UPMC Single	52.1	F	15214
1821	Vision	UPMC Single	28.5	M	15120
1779	Vision	UPMC Single	39.7	M	15217
1596	Vision	UPMC Single	49.6	M	15210
1102	Vision	UPMC Single	62.7	M	15203
1811	Vision	UPMC Single	48.6	M	15201
2164	Vision	UPMC Single	52.3	F	15104
1803	Vision	UPMC Single	64.5	F	15202
1004	Vision	UPMC Single	78.3	F	15071
1711	Vision	UPMC Single	44.7	F	15221
1673	Vision	UPMC Single	54.1	M	15001
2124	Vision	UPMC Single	31.1	M	15205
1634	Vision	UPMC Single	46.7	M	15233
1801	Vision	UPMC Single	64.6	F	15212
8702	Vision	UPMC Single	64.5	F	15235
1991	Vision	UPMC Single	34	M	15219
1938	Vision	UPMC Single	28.9	F	15226

Employee Number	Plan Sub Type	Plan Option	Age	Employee Gender	Person Address Postal Code
0251	Vision	UPMC Single	59.1	F	15219
1824	Vision	UPMC Single	24.4	M	15213
1478	Vision	UPMC Single	33.5	M	15208
8990	Vision	UPMC Single	55	F	15212
2094	Vision	UPMC Single	33.8	F	15216
2203	Vision	UPMC Single	50	F	15235
2033	Vision	UPMC Single	48.1	M	15212
1362	Vision	UPMC Single	59.8	M	15205
2260	Vision	UPMC Single	65.6	F	15120
2090	Vision	UPMC Single	54.8	M	15212
0996	Vision	UPMC Single	72.8	F	15219
2200	Vision	UPMC Single	43.3	F	15211
1724	Vision	UPMC Single	29.8	M	15214
1988	Vision	UPMC Single	42.7	M	15681
1521	Vision	UPMC Single	38.5	F	15207
1717	Vision	UPMC Single	28.1	M	15207

Attachment M

Vision Schedule of Benefits

UPMC Health Benefits, Inc.

Prime Plus \$0 Copay

Frequency ³				
	In-Network ¹	Out-of-Network ²	Employee/ Spouse/Adult Dependents	Children Through Age 18
Benefit				
Examination	Covered at 100%; you pay \$0.	Up to \$30	Once every benefit period.	Once every benefit period.
Lenses (for eyeglasses) - Standard glass or plastic. Out-of-Network amount reflects the total amount reimbursed for Covered Services.				
Single Vision	Covered at 100%; you pay \$0.	Up to \$25	Once every benefit period.	Once every benefit period.
Bifocal	Covered at 100%; you pay \$0.	Up to \$35	Once every benefit period.	Once every benefit period.
Trifocal	Covered at 100%; you pay \$0.	Up to \$45	Once every benefit period.	Once every benefit period.
Polycarbonate Lenses (up to age 19)	Covered at 100%; you pay \$0.	Not Covered	Not Covered	Once every benefit period.
Tint	Covered at 100%; you pay \$0.	Not Covered	Once every benefit period.	Once every benefit period.
UV Coating	Covered at 100%; you pay \$0.	Not Covered	Once every benefit period.	Once every benefit period.
Scratch Coating	Covered at 100%; you pay \$0.	Not Covered	Once every benefit period.	Once every benefit period.
Standard Progressive (Tier 1)	Covered at 100%; you pay \$0.	Not Covered	Once every benefit period.	Once every benefit period.
Frames - Frame reimbursement is based on retail value. Any remainder above the Member's frame allowance is to be charged to the Member, minus a 30% discount, and can be collected at the time of service when a Participating Vision Provider is used. Discount does not apply at Retail Locations for certain proprietary frame brands or when services are received from an Out-of-Network vision provider				
Frames	\$100	Up to \$30	Once every benefit period.	Once every benefit period.
Contact Lenses (in lieu of eyeglasses) — Contact lens reimbursement is based on retail value. The following discounts apply when a Participating Vision Provider is used for any balance exceeding the plan allowance: 15% for conventional; 10% for disposable. Contact lens fitting and follow-up reimbursement is separate from contact lens materials. Discount may not apply at Retail Locations or Contact Fill [®] .				
Standard / Extended Contact Lens Fitting and Follow Up	Covered at 100%; you pay \$0.	Daily wear - Up to \$20 Extended wear - Up to \$30	Once every benefit period.	Once every benefit period.
Specialty Contact Lens Fitting and Follow Up ⁴	\$50	Up to \$50	Once every benefit period.	Once every benefit period.

UPMC Health Benefits, Inc.

Frequency ³				
	In-Network ¹	Out-of-Network ²	Employee/ Spouse/Adult Dependents	Children Through Age 18
Benefit				
Contact Lens Material (including conventional and disposable)	\$100	Up to \$30	Once every benefit period.	Once every benefit period.

For further lens selections, refer to the Additional Lens Options Covered by Your Plan document.

¹In-Network Vision Providers may also include Participating Vision Providers who choose to use an Out-of-Network lab

²Out-of-Network reimbursement is based on Usual, Customary, and Reasonable charges as determined by UPMC Health Plan. Nonparticipating Vision Provider may bill the Member the difference between the Provider's billed charges and the plan allowance.

³Frequency is based on the Member's Benefit Period.

⁴For specialty contact lens fitting, the Provider may bill the Member the difference between the Provider's billed charges and the plan/Member's allowance. Participating Vision Provider cannot balance bill for standard lens evaluation when received in-network.

UPMC Health Benefits, Inc.

	Additional Discounted Services Included
NVA EYEESSENTIAL® Plan*	The NVA EYEESSENTIAL® Plan is an additional benefit available to all members once the benefits as described in this Schedule of Benefits have been exhausted for the term. Benefit frequencies are unlimited, excluding examination. For more information, see the Plan document in your enrollment materials or on the UPMC Health Plan member site. To see if your vision provider is participating visit www.upmchealthplan.com and select Find Care
Mail-Order Contact Lens Replacement Program	For more information on this program, call Contact Fill® at 1-866-234-1393, or visit www.contactfill.com
Lasik Surgery	Participants are also eligible for discounts on LASIK surgery, when received at one of the following preferred providers: UPMC Eye Center, TLC Vision, Quallsight, or LCA.

*Not all Participating Vision Providers participate in the NVA Essential network

IMPORTANT: IF MEMBERS CHOOSE EXTRA OPTIONS, THEY ARE RESPONSIBLE FOR THE ADDITIONAL COST OF THE OPTIONS PAID DIRECTLY TO THE PROVIDER.

This Vision Schedule of Benefits may expand or restrict the benefits set forth in your Vision Certificate of Insurance. See the Vision Certificate of Insurance for the details of the terms of coverage for your health benefit plan. In the event that the terms of your Vision Certificate of Insurance conflict with this Vision Schedule of Benefits the terms of this Vision Schedule of Benefits control.

*Pediatric Vision Services (if applicable) are covered as required under the Affordable Care Act (ACA) for Members enrolled in ACA-compliant group plans. Find eligibility and benefit details in your Pediatric Vision Certificate of Insurance and Pediatric Vision Schedule of Benefits on the UPMC Health Plan member site or call Member Services.**

UPMC Health Benefits, Inc.

Additional Lens Options Covered by Your Plan

Lens Options		Fixed Fee
Progressives (add to bifocal base)		
Progressives – Tier 1		\$60.00
Progressives – Tier 2		\$90.00
Progressives – Tier 3		\$110.00
Progressives – Tier 4		\$125.00
Progressives – Tier 5		\$145.00
Progressives – Tier 6		\$170.00
Progressives – Tier 7		\$190.00
Materials		
High Index Plastic 1.53-1.60/Trivex		\$50.00
High Index Plastic 1.66/1.67		\$71.00
High Index Plastic 1.70 and above		\$80.00
Polycarbonate (Adults)		\$30.00
Aspheric		
Aspheric (Plastic/Poly) SV		\$30.00
Aspheric (Plastic/Poly) MF		\$35.00
Anti-Reflective Coating		
Anti-Reflective Coating – Tier 1		\$45.00
Anti-Reflective Coating – Tier 2		\$65.00
Anti-Reflective Coating – Tier 3		\$85.00
Anti-Reflective Coating – Tier 4		\$110.00
Polarized		
Polarized – Tier 1		\$70.00
Polarized – Tier 2		\$80.00
Polarized – Tier 3		\$110.00
Polarized – Tier 4		\$125.00
Polarized – Tier 5		\$150.00
Polarized – Tier 6		\$175.00
Photochromics		
Transitions VII		\$75.00
Transitions VII MF		\$90.00
Transitions XTRActive		\$110.00
Transitions Vantage		\$125.00
Near Variable Lenses		
Essilor Computer MF		\$65.00

UPMC Health Benefits, Inc.

Lens Options		Fixed Fee
Specialty and Digital Single Vision		
Digital SV Tier 1		\$100.00
Digital SV Tier 2		\$145.00
Other Lens Treatments and Services		
Mirror – Solid and Single Gradient		\$60.00
Mirror – Double Gradient		\$70.00
Overpower (+6.00D or 3.00D Cylinder, per Lens)		Included
Add Power over 4.00D		Included
Prism over Range (over 3D per Eye)		Included
Press on Prism		\$30.00
Double Facetting		\$75.00
Facetted Lenses (includes Polish)		\$55.00
Slab Off		\$100.00
Rimless Drill		\$20.00
Groove Rimless		Included
Center Thickness Below 1.5		\$16.50
Plastic Dyes – Solid		\$8.00
Plastic Dyes – Single Gradient		\$10.00
Plastic Dyes – Double/Triple Gradient		\$20.00
UV Protection		\$20.00
UV Protection – Backside (Add on to Front Side UV)		\$15.00
Scratch Resistant – Standard		\$15.00
Scratch Resistant TD2		\$30.00
Scratch Resistant w/Optifog Technology		\$55.00
Edge Polish, Roll Edge, Roll & Polish		\$20.00
Edge Coating		\$30.00
Blue Light Blocking Lenses		
Blue Light Blocker - Tier 1		\$40.00
Blue Light Blocker - Tier 2		\$60.00
Blue Light Blocker - Tier 3		\$120.00

Members receive a twenty (20%) percent discount on lens options not included in the schedule above. Fixed prices/discounts do not apply at Retail Locations. Discounts are not insured benefits. In certain states, Members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers.

UPMC Health Benefits, Inc.

Your vision plan includes the NVA EYEESSENTIAL[®] Discount Plan, which provides significant discounts on eyecare services and materials through participating NVA network providers. The fees listed on this document capture the discounted rate payable by the member. Not all Participating Vision Providers participate in the NVA EYEESSENTIAL[®] discount plan network. We encourage you to verify your provider's participation in this network prior to receiving services. To see if your vision provider is participating visit www.upmchealthplan.com and select Find Care.

- After enrolled Members have exhausted their benefits as described on the first page in this Schedule of Benefits, they are eligible to access the NVA EYEESSENTIAL[®] Plan discount on additional purchases during the Benefit Period.

Please Note: The NVA EYEESSENTIAL[®] Plan is an in-network benefit only. Benefit frequency is unlimited, except for vision exams. The NVA EYEESSENTIAL[®] Plan discount program prices do not apply at retail locations. In certain states, Members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. To see if your vision provider is participating in the NVA EYEESSENTIAL[®] Plan visit www.upmchealthplan.com and select Find Care.

Service Material	Member Discounted Cost
Comprehensive Vision Examination (Including Dilation as Professionally Indicated) Once Every 12 Months	\$10.00 discount
Lenses – Standard Glass or Plastic	
Single	\$35.00
Bifocal	\$55.00
Trifocal	\$70.00
Lenticular	\$70.00
Lens Options	
UV Coating	\$12.00
Tint (Solid and Gradient)	\$12.00
Scratch-Resistant Coating (Standard)	\$15.00
Polycarbonate (Standard)	\$35.00
Anti-Reflective Coating (Standard)	\$45.00
Polarized	\$75.00
Transitions (Standard)	Single Vision – \$65.00 Bifocal and Trifocal – \$70.00

UPMC Health Benefits, Inc.

Progressives (Standard)	\$50 + Bifocal/Trifocal Charge ¹
Other Add-On Services	20% Off Retail
Frames	
Frames ²	35% Off Retail
Contact Lenses – Discount does not apply at Contact Fill®. Discounts do not apply to certain brands of contact lenses.	
Conventional	15% Off Retail
Disposable	10% Off Retail
Fitting and Follow-Up	10% Off Retail

¹Progressive (Standard) –Progressive lens copayment is based on the base cost of the lens plus additional copayments. Member cost is the total of \$50 plus the cost of bifocal or trifocal lens, depending on the lens type prescribed.

²Any eligible frame at a Participating Vision Provider's location.

UPMC Health Plan
U.S. Steel Tower
600 Grant Street
Pittsburgh, PA 15219
www.upmchealthplan.com

Nondiscrimination Notice

UPMC Health Plan¹, on behalf of itself and its affiliates, complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, creed, religious affiliation, ancestry, sex, gender, gender identity or expression, or sexual orientation.

UPMC Health Benefits, Inc.

Translation Services

UPMC for You

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call: **1-800-286-4242** (TTY: 711).

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-286-4242 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-286-4242 (телетайп: 711).

UPMC for Kids

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call: **1-800-650-8762** (TTY: 711).

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-650-8762 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните

1-800-650-8762 (телетайп: 711).

UPMC Community HealthChoices

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call: **1-844-833-0523** (TTY: 711).

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-844-833-0523 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-844-833-0523 (телетайп: 711).

Attachment N Vision Claims Report

UPMC Vision Care

Enrollment

Year	Month	Employee Only	Employee & Spouse	Employee & Child	Employee & Children	Employee & Family	Total
2022	Jan	154	41	11	13	47	266
	Feb	151	41	10	13	46	261
	Mar	155	40	11	14	46	266
	Apr	164	40	12	14	46	276
	May	160	42	13	14	48	277
	Jun	165	42	11	14	47	279
	Jul	160	43	13	14	47	277
	Aug	161	44	15	14	47	281
	Sep	163	43	14	14	46	280
	Oct	167	42	14	14	46	283
	Nov	164	43	15	14	48	284
	Dec	163	43	16	14	48	284
2023	Jan	157	47	15	15	50	284
	Feb	162	45	15	15	51	288
	Mar	162	45	14	16	52	289
	Apr	163	46	14	16	52	291
	May	165	46	12	16	51	290
	Jun	165	47	12	16	51	291
	Jul	165	47	12	16	49	289
	Aug	164	48	14	18	48	292
	Sep	169	48	13	17	48	295
	Oct	170	47	13	17	49	296
	Nov	169	47	13	17	48	294
	Dec	169	48	13	17	49	296
2024	Jan	163	57	13	14	48	295
	Feb	160	58	14	15	45	292
	Mar	158	57	14	15	46	290
	Apr	159	54	15	15	44	287
	May	155	55	19	15	43	287
	Jun	163	55	20	16	43	297
	Jul	161	54	20	16	44	295
	Aug	165	55	21	19	44	304
	Sep	164	54	19	19	44	300
	Oct	160	52	18	19	42	291
	Nov	158	51	20	19	45	293
	Dec	157	51	20	18	46	292

Claims

Year	Month	# of Claims	# of Members	\$ Paid
2022	Jan	37	24	\$1,665.18
	Feb	19	12	\$973.47
	Mar	22	11	\$1,215.24
	Apr	20	11	\$921.79
	May	25	12	\$1,039.79
	Jun	23	14	\$952.48
	Jul	30	13	\$1,284.46
	Aug	47	17	\$1,748.53
	Sep	35	15	\$1,463.96
	Oct	35	23	\$1,755.39
	Nov	22	13	\$1,099.00
	Dec	41	19	\$1,713.72
2023	Jan	34	18	\$1,445.68
	Feb	46	21	\$1,967.77
	Mar	28	14	\$1,469.05
	Apr	25	14	\$1,274.52
	May	29	14	\$1,484.98
	Jun	4	2	\$72.00
	Jul	28	16	\$1,782.47
	Aug	26	12	\$1,315.16
	Sep	45	21	\$2,078.22
	Oct	31	16	\$1,512.45
	Nov	41	20	\$1,735.17
	Dec	66	31	\$3,836.20
2024	Jan	22	14	\$1,147.53
	Feb	14	11	\$762.48
	Mar	36	21	\$1,956.81
	Apr	25	12	\$1,127.21
	May	21	14	\$1,091.26
	Jun	10	8	\$561.00
	Jul	34	16	\$1,700.48
	Aug	60	24	\$2,806.85
	Sep	40	23	\$1,923.24
	Oct	37	21	\$1,902.13
	Nov	31	20	\$1,449.50
	Dec	47	23	\$2,126.96
		1,136	590	\$54,362.13