



Procurement Department
412 Boulevard of the
Allies
Pittsburgh, PA 15219
www.hacp.org

Request for Proposals (RFP)
RFP #600-12-26
Physical Capital Needs Assessment (PCNA) &
Energy Audit (EA) Services Authority-Wide

Due: 11:00 a.m. on March 12, 2026

To: Mr. Brandon Havranek,
Associate Director of Procurement & Contracting Officer

412 Boulevard of the Allies, Pittsburgh, PA 15219
Website: www.hacp.org/doing-business/procurement-search/

SECTION I INTRODUCTION

The Housing Authority of the City of Pittsburgh (HACP) issues the following Request for Proposals (RFP) from persons or organizations capable of providing Physical Capital Needs Assessment (PCNA) and Energy Audit (EA) Services (together, the Services) on an agency-wide, as-needed basis. Professionals deemed qualified through this process will be eligible to receive future task orders issued by the HACP during the term of the contract.

The Services will be paid from the HACP's funds provided by the U.S. Department of Housing and Urban Development (HUD) and, therefore, all work performed must be in compliance with all rules and regulations of this program and all other applicable Federal regulations including but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws and regulations, all work must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations, and local building codes.

Selection into the vendor pool does not guarantee the award of any task order, and future task orders may be issued to one or more qualified professionals through additional competitive requests or direct selection, as permitted by applicable procurement regulations.

The Authority is contemplating the award of a professional service contract, or contracts, **(Attachment B)** to qualified professionals for **an initial Term of three (3) years, with two (2), one-year extension options for a maximum term of five (5) years.** Services will be authorized through individual task orders and may vary in scope, size, location, and source of funding.

If submitting alterations to the HACP contract for review and acceptance by the HACP, please submit an electronic version in MS Word format with your proposal. If submitting your company contract for review and acceptance by the 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 the HACP's contract will be used and is binding.

If submitting questions in writing, please send to:

Housing Authority of the City of Pittsburgh
Attn: Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
(412) 456-5000 ext. 2890

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

A complete proposal package may be obtained from: Business Opportunities Section of the HACP website, www.hacp.org

TIMELINE FOR THIS RFP

Following are the key dates and submission instructions associated with this RFP.

| | |
|---|--|
| March 12, 2026 11:00 AM | 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 6 th Floor, Procurement Department Pittsburgh, PA 15219 |
| February 26, 2026 11:00 AM | Pre-Submission Meeting Join Zoom Meeting https://hacp-org.zoom.us/j/82686353069?pwd=AOGZ0N1PB3lr1IH76YM1MfRmY8BA5m.1 Meeting ID: 826 8635 3069 Passcode: 868393 One tap mobile +13052241968,,82686353069#,,,,*868393# US +13092053325,,82686353069#,,,,*868393# US |
| February 27, 2026 11:00 AM | Deadline for the Submission of Written Questions Please submit questions to Brandon Havranek at brandon.havranek@hacp.gov |

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

The HACP will also accept submissions for this Request for Proposals in the following methods:

| | |
|---------------------------|--|
| In-Person Drop-Off | Only from 8:00 a.m. until the closing time of 11:00 a.m. on March 12, 2026 in the conference room of the One Stop Shop located in the lobby of the first floor of 412 Boulevard of the Allies, Pittsburgh, PA 15219. |
| By Mail | Proposals may be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219. |
| Online | For respondents wishing to submit online, please go to the following web address to upload documents: https://www.dropbox.com/request/JCqa8pCYkhraFXz96FYR 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 flash drive. The title of the uploaded proposal shall be as follows: [Full Company Name]_RFP #600-12-26__Technical [Full Company Name]_RFP #600-12-26__Fee In the unlikely event your proposal is too large to be uploaded as a single file, add: _Part-1, _Part-2... etc. to the end of the file name. |

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 11:00 A.M. ON March 12, 2026, REGARDLESS OF THE SELECTED DELIVERY MECHANISM.

SECTION II SCOPE OF SERVICES

The Scope of Services described herein represents the anticipated range of PCNA and EA Services that may be required by the HACP during the contract term. While the scope applies generally to all future task orders issued under the vendor pool, the specific requirements, deliverables, schedules, and pricing for each assignment will be defined in individual Task Orders. The selected professional(s) shall provide thorough inspections of property exteriors, interiors, and systems, including common spaces, grounds, and related infrastructure, to analyze the remaining economic life of all building components.

TASK REQUIREMENTS

Specific scopes of work, including unit counts and locations, will be defined through individual Task Orders under the Contract. The selected professional(s) shall perform the following in compliance with the Contract, individual Task Order(s), and all regulatory programs and specifications cited below and shall conduct the Services in accordance with the following regulatory requirements.

COMPLIANCE STANDARDS

- **HUD RAD PCNA:** U.S. Department of Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) “Physical Condition Assessment Statement of Work and Contractor Qualifications Standards” (Attachment M)
- **HUD Section 18:** U.S. Department of Housing and Urban Development (HUD) Section 18 Demolition Requirements (Attachment N)
- **PHFA Tab 34:** Pennsylvania Housing finance Agency (PHFA) “Project Capital Needs Assessment & Energy Audit” requirements for LIHTC applications (Tab 34) (Attachment O)
- **Radon Testing:** The Services may include radon testing, as prescribed by HUD and PHFA standards, as further described in Attachment M.

Additionally, all data and information must be delivered in a format acceptable of the HACP, HUD, and/or PHFA. The reporting system shall be capable of sorting and filtering data by any variable used during the assessment and must support direct export to MS Word and/or Excel. Additionally, selected firms shall input data into the HUD CNA eTool as required by specific task orders. This functionality is required so that detailed reports of physical improvement needs and associated costs can be generated for each unit by any combination of variables collected during inspection.

TERM

The period of performance for each assignment shall commence immediately upon the issuance of a Notice to Proceed (NTP), as time is of the essence for the completion of

these Services. Upon issuance of NTP, the HACP will work with the selected professional(s) to accompany and provide access to the site location.

The HACP staff will coordinate with property management or property owner to ensure access for physical site inspections; such access, including necessary license agreements, will be planned and finalized prior to the issuance of the NTP.

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 the 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 proposal, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and the HACP discovers it thereafter, then the HACP may terminate the contract.

Each Offeror must be in good standing with the HACP and any Federal, State or Municipality which currently has or has previously had a contracting relationship with the Offeror. If the Offeror is not in good standing with the 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 the HACP. The 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 the HACP discovers it thereafter, then the HACP may terminate the contract.

The Offeror must have and maintain all necessary insurance to cover malpractice, liability, and workers' compensation, and submit proof of coverage as part of 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/hud-partners/baba>.

SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting proposals should fully read and comprehend the following:

- **Professional Services Contract** for Agency-Wide Physical Capital Needs Assessment & Energy Audit provided in *Attachment A*
- **HUD-5370C–General Conditions for Non-Construction Contracts** provided in *Attachment B*
- **HUD-5369B–Instructions to Offerors, Non-Construction** provided in *Attachment C*

Proposals received without all the required information may be deemed non-responsive.

Format & Copies

Offerors choosing to submit physical copies must submit:

- One (1) original plus three (3) paper copies of their full proposal; **and**
- One (1) electronic copy in PDF format on a flash drive.

The Fee Proposal (Part B) shall be submitted in a separate, sealed envelope containing:

- One (1) original and one (1) Paper copy

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) including 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) Corporate Resolution signed by the Secretary of the Corporation and notarized, certifying authorized signatory authority

B. Previous Related Experience

1. Three (3) references for comparable work, including the name of the contracting entity. References can include other firms, governmental units, or persons for

whom the Offeror has previously performed work of the nature requested under this solicitation.

2. Name, title, telephone number, and email of a contact person for each identified reference. The identified party must have first-hand knowledge regarding the operation of the contracted facility or project and was involved in managing the contract between the Offeror and the contracting entity.
3. The last three (3) projects they performed, including contact information from the project, all change orders, and reasons for such change orders.
4. Information on the most recent HACP project (if applicable), including all change orders and the reasons for such change orders. The most recent HACP project can be one of the last 3 projects performed if applicable.

C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and subconsultants for this contact:

1. Background and qualifications of proposed staff that accurately describes their employment history and demonstrates relevant experience providing similar Services to those described in this solicitation.
2. Description of at least three (3) similar projects performed by proposed staff and/or subconsultant, in which they provided similar Services to those described in this solicitation, including the individual's role in each project and all relevant aspects of each project.
3. Resumes for the owners and key management personnel of the company demonstrating their experiences in managing similar Services to those described in this solicitation.

D. Methodology

1. Project Approach: Provide a brief narrative of the Offeror's approach to the Services described in this solicitation.
2. Availability: Describe the availability of the proposed staff and anticipated turnaround times for task order requests.

E. Certifications and Representations of Offerors

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

F. Minority and Women Business Participation Plan

HACP's MBE and WBE Goals. It is the policy of the HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts led by the HACP. In accordance with Executive Order 11625, the HACP has established a goal of **eighteen percent (18%)** of the total dollar amount for MBE utilization in this contract. The HACP has

established a **seven percent (7%)** goal for participation of WBEs, and the 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.

If you have any questions regarding the HACP's MBE/WBE goals please contact **Mr. Rick Williams, Vendor Relations Manager**, by e-mail at Ricardo.Williams@hacp.gov or by contacting them 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 with your proposal.

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. The 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 the 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 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 the HACP may be deemed non-responsive by the HACP.

(All MBE/WBE-related documentation shall be submitted once in Part A and shall apply to all task orders issued under this solicitation)

G. Section 3 Participation

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (Act) requires the HACP 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, the 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's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. The 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, the HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the Offeror will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to the HACP's Section 3 program in an amount consistent with the chart on the next page. 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 DOLLARS |
|--|---|
| Labor dollars \$25,000 but less than \$100,000 | 10% of the labor dollars |
| \$100,000, but less than \$200,000 | 9% of the labor dollars |
| At least \$200,000, but less than \$300,000 | 8% of the labor dollars |
| At least \$300,000, but less than \$400,000 | 7% of the labor dollars |
| At least \$400,000, but less than \$500,000 | 6% of the labor dollars |
| At least \$500,000, but less than \$1 million | 5% of the labor dollars |
| At least \$1 million, but less than \$2 million | 4% of the labor dollars |
| At least \$2 million, but less than \$4 million | 3% of the labor dollars |
| At least \$4 million, but less than \$7 million | 2% of the labor dollars |
| \$7 million or more | ½ to 1 % of the labor dollars |

A copy of the 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 e-mail at Lloyd.Wilson@hacp.gov or by contacting them at Housing Authority of the City of Pittsburgh, Bedford Hope Center 2305 Bedford Avenue, Pittsburgh PA 15219, telephone (412) 643-2835. 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 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 the HACP may be deemed non-responsive by the HACP.

(All Section 3 documentation shall be submitted once in Part A and shall apply to all task orders issued under this solicitation)

H. Firm Demographics

Provide 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 Proposal

In a separate, sealed envelope, Offerors shall submit the Fee Proposal in the format provided in **Attachment K**. Please note that proposed hourly rates will be evaluated separately as discussed in Section VI.

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. Only Offerors determined to be responsive and responsible may be considered for award. 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 services described in this Request for Proposals.

METHODOLOGY: **MAXIMUM 25 POINTS**
Demonstrated a reasonable and logical methodology to ensure the needs of this solicitation are met and indicated that the Offeror has a clear understanding of the scope of services required.

CAPACITY & RESOURCES: **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 the HACP's goals and objectives as described in this solicitation.

MBE/WBE PARTICIPATION: **MAXIMUM 2 POINTS**
Demonstrated experience and/or commitment of the Offeror to assist the HACP in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

SECTION 3 PARTICIPATION: **MAXIMUM 3 POINTS**
Demonstrated experience and/or commitment of the Offeror to assist the HACP in meeting its requirements and goals related to Section 3.

PROPOSED FEE (Master Hourly Schedule): **MAXIMUM 20 POINTS**
Proposed rates and level of service are reasonable and appropriate in relation to the services requested in this solicitation.

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 2 CFR 200.318 et seq., (formerly 24 C.F.R. Section 85.36 (d)(3)), the **Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services Authority-Wide** are 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 **February 26, 2026 at 11:00 a.m., and will be held via Zoom Meeting:**

| |
|--|
| <p>Join Zoom Meeting https://hacp-org.zoom.us/j/82686353069?pwd=AOGZ0N1PB3lr1IH76YM1MfRmY8BA5m.1</p> <p>Meeting ID: 826 8635 3069 Passcode: 868393</p> <p>One tap mobile +13052241968,,82686353069#,,,,*868393# US</p> |
|--|

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 the 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, if warranted, 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 Offerors are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duties imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

B. Amendments to Solicitation

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

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

The HACP will also accept submissions for this Request for Proposals in the following methods:

In-Person Drop-Off Only from 8:00 a.m. until the closing time of 11:00 a.m. on March 12, 2026 in the conference room of the One Stop Shop located in the lobby of the first floor of 412 Boulevard of the Allies, Pittsburgh, PA 15219.

By Mail Proposals may be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219.

Online For respondents wishing to submit online, please go to the following web address to upload documents:

<https://www.dropbox.com/request/JCqa8pCYkhraFXz96FYR>

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 flash drive. The title of the uploaded proposal shall be as follows:

[Full Company Name]_RFP #600-12-26_Technical

[Full Company Name]_RFP #600-12-26_Fee

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

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 11:00 A.M. ON March 12, 2026 REGARDLESS OF THE SELECTED DELIVERY MECHANISM.

Each Proposal will be date-time stamped immediately upon its receipt at the HACP to document its timeliness. Any response received after the specified deadline shall be automatically rejected and will be returned unopened. Any amendments to a response must be received before the specified response due date and time established for the delivery of the original response.

D. Evaluation and Award Process

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

All Proposals determined to be complete and responsive will be provided to the HACP Evaluation Committee (Evaluation Committee). The Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

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

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

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

The HACP shall not be responsible 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 Woman Owned Business participation plan to the City of Pittsburgh Equal Opportunity Review Commission (EORC) 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 Commissioners.

ATTACHMENT A

PROFESSIONAL SERVICE CONTRACT

(Shaded areas of the contract and Contract Exhibits must be filled out and contract returned with proposal)

If submitting alterations to the HACP contract for review and acceptance by the HACP, please submit an electronic version in MS Word format with your proposal. If submitting your company contract for review and acceptance by the 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 the HACP's contract will be used and is binding.

PROFESSIONAL SERVICE CONTRACT FOR

Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services Authority-Wide

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 ("HACP"), and _____, having its principal office at _____ ("Contractor").

PREAMBLE

HACP desires the Contractor to provide Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services Authority-Wide.

Contractor desires to provide to the HACP Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services Authority-Wide.

AGREEMENT

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

1. **Incorporation by Reference.** HACP’s Request for Proposals RFP #600-12-26, including all Attachments and Addenda, the Contractor’s Proposals submitted in response to this Request for Proposals, and all negotiated modifications to the Contractor’s response to the Request for Proposals are hereby incorporated into this agreement by reference as if fully set forth herein.

2. **Engagement.** HACP hereby engages Contractor to render the services associated with performance of a **Physical Capital Needs Assessment (PCNA) and Energy Audit (EA) Services** as set forth in the Request for Proposals (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 HACP and Contractor.

It is understood that the Contractor’s Services shall be rendered at such times and places as directed by HACP.

HACP 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, HACP shall make an equitable adjustment in the rates and the time required for performance of the Services, and shall modify this Agreement accordingly.

3. **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 HACP 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 HACP, 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 HACP; HACP may immediately terminate this Agreement pursuant to paragraph 8(ii)(b) hereof.

4. **Compensation.** This contract is a requirements type contract with a maximum value of \$_____. The HACP agrees to pay Contractor for the Services per **ATTACHMENT K**. 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 HACP.

Contractor shall submit invoices to HACP upon successful completion of each task order, 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 HACP.

HACP 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 **three (3) years, with two (2), one (1) year extension option for a total of five (5) years**, at the discretion of HACP unless sooner terminated as provided herein.

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

(a) If requested, Contractor will submit monthly written narrative progress reports to the HACP. 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 by the Pennsylvania Bureau of Charitable Organizations.

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

7. **Insurance.** Contractor will obtain and maintain the following insurance with insurers reasonably acceptable to HACP (a) workers' compensation insurance at the statutory limit, (b) professional liability insurance with a limit of not less than \$1,000,000 per occurrence, (c) comprehensive general liability insurance including bodily injury with a limit of not less than \$100,000 each person, \$300,000 each occurrence and property damage \$500,000 each occurrence, (d) automobile liability insurance in statutory amounts. HACP will be named as an additional insured on each of such liability policies. Contractor will deliver to HACP 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 HACP.

8. **Termination.**

(i) HACP 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 HACP 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.

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

9. **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 (formerly 24 CFR 85.36(e)), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. 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 (formerly 24 CFR 85.36(e)) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or HACP, 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 HACP. 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 HACP.

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 submission, or with any of the rules, regulations or orders referenced within this contract, HACP, at its discretion, may exercise any one or more of the following rights and remedies:

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

10. **Acceptance of the Services.** HACP has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by HACP does not indicate acceptance of Services provided. Further, HACP 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 HACP, or if the submission of any corrected Service remains unacceptable, the HACP may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) hereof or reduce the rate(s) to reflect the reduced value of the Services provided.

11. **Confidential Information.** 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 HACP, any confidential information pertaining to the business and affairs of HACP, its officers, employees and directors obtained while working with HACP except for information clearly established to be in the public record.

12. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to HACP 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.

13. **Indemnification.** Contractor agrees to indemnify and hold HACP 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 HACP.

14. **Independent Contractor.** Contractor shall perform the Services hereunder as an independent Contractor and not as an agent or employee of the HACP. 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 HACP.

15. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. HACP 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.

16. **Inspections; Work Product.** Pursuant to 2 CFR 200.326 Appendix II (formerly 24 CFR 85.36(i)(10) and (11)), access shall be given by Contractor to HACP, 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 HACP 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 HACP in perpetuity. "**Work product**" shall include all records and other documents resulting from the Services performed under this Agreement.

It is understood that HACP may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Contractor.

17. **Return of HACP Property.** Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to HACP all property of the HACP 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. HACP's obligation to make final payment to Contractor following termination, including without limitation accrued but unpaid fees under paragraph 4 hereof, shall be contingent upon Contractor's compliance with this paragraph.

18. **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.

19. **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 HACP a final release ("**Release**"), in a form acceptable to HACP, of all claims against HACP 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.

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

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

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

If to HACP: Housing Authority of the City of Pittsburgh
 Jung-Wook Kim
 Chief Development Officer
 412 Boulevard of the Allies, 6th floor
 Pittsburgh, PA 15219
 jungwook.kim@hacp.gov
 412-643-2732

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

Housing Authority of the City of Pittsburgh
Mr. Brandon Havranek,
Associate Director of Procurement & Contracting Officer
412 Boulevard of the Allies, 6th floor
Pittsburgh, PA 15219
brandon.havranek@hacp.org

If to Contractor:

| |
|------------|
| Name: |
| Address: |
| |
| |
| Attn: |
| Phone/Fax: |

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

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

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

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

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 HACP, its successors and assigns.

**SIGNATURE PAGE TO
PROFESSIONAL SERVICE CONTRACT
FOR
Physical Capital Needs Assessment (PCNA) & Energy Audit
(EA) Services Authority-Wide**

**HOUSING AUTHORITY OF THE CITY OF
PITTSBURGH**

By: _____ **Date:** _____

Witness: _____ **Date:** _____

Printed Name: _____

CONTRACTOR

By: _____ **Date:** _____

Printed Name: _____

Title: _____

Witness: _____ **Date:** _____

Printed Name: _____

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services described herein represents the anticipated range of PCNA and EA Services that may be required by the HACP during the contract term. While the scope applies generally to all future task orders issued under the vendor pool, the specific requirements, deliverables, schedules, and pricing for each assignment will be defined in individual Task Orders. The selected professional(s) shall provide thorough inspections of property exteriors, interiors, and systems, including common spaces, grounds, and related infrastructure, to analyze the remaining economic life of all building components.

TASK REQUIREMENTS

Specific scopes of work, including unit counts and locations, will be defined through individual Task Orders under the Contract. The selected professional(s) shall perform the following in compliance with the Contract, individual Task Order(s), and all regulatory programs and specifications cited below and shall conduct the Services in accordance with the following regulatory requirements.

COMPLIANCE STANDARDS

- **HUD RAD PCNA:** U.S. Department of Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) “Physical Condition Assessment Statement of Work and Contractor Qualifications Standards” (Attachment M)
- **HUD Section 18:** U.S. Department of Housing and Urban Development (HUD) Section 18 Demolition Requirements (Attachment N)
- **PHFA Tab 34:** Pennsylvania Housing finance Agency (PHFA) “Project Capital Needs Assessment & Energy Audit” requirements for LIHTC applications (Tab 34) (Attachment O)
- **Radon Testing:** The Services may include radon testing, as prescribed by HUD and PHFA standards, as further described in Attachment M.

Additionally, all data and information must be delivered in a format acceptable of the HACP, HUD, and/or PHFA. The reporting system shall be capable of sorting and filtering data by any variable used during the assessment and must support direct export to MS Word and/or Excel. Additionally, selected firms shall input data into the HUD CNA eTool as required by specific task orders. This functionality is required so that detailed reports of physical improvement needs and associated costs can be generated for each unit by any combination of variables collected during inspection.

TERM

The period of performance for each assignment shall commence immediately upon the issuance of a Notice to Proceed (NTP), as time is of the essence for the completion of these Services. Upon issuance of NTP, the HACP will work with the selected professional(s) to accompany and provide access to the site location.

The HACP staff will coordinate with property management or property owner to ensure access for physical site inspections; such access, including necessary license agreements, will be planned and finalized prior to the issuance of the NTP.

EXHIBIT B FEE SCHEDULE

Contractor will be paid based on the following:

Attachment K, Fee Sheet of RFP #600-12-26 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, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

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

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

Signature and Title of Authorized Official

EXHIBIT D - CERTIFICATION REGARDING LOBBYING

I, _____
(Name and Title of Authorized Official)

Hereby Certify on 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.

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

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: _____, 2026

By: _____

Name: _____

Title: _____

ATTACHMENT B:

General Conditions for Non-Construction 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

- (d) 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 sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing 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 B.1

Supplemental General Conditions

SUPPLEMENTAL GENERAL CONDITIONS

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

If HUD 5370 applies:

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

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

If HUD 5370-EZ applies:

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

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: _____
Agent

=====

Vendor Name *(Insert vendor company name above)*

Date: _____ Signature: _____

Title: _____

ATTACHMENT C:

Instructions to Offerors Non-Construction

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, offerers 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 offerer 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 offerer 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 offerer'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 offerer 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 protester.

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 D:

Certifications & Representations of Offerors

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ATTACHMENT E:

Special Participation Summary

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 Contractors 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 Contractors 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 & Opportunities Plan

- 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 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. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR § 200.334 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR § 200.334 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 135/24 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 to 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.

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 Employment/Section 3 Program 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

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

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

Explain all other American Minority: _____

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

ATTACHMENT H:

W-9 Form

Instructions for completing this form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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 TRS.

Before you begin: For guidance related to the purpose of Form W-9, see Purpose of Form: below.

| | | |
|--|----|--|
| Print or type See Specific Instructions on page 3. | 1 | Name of entity/individual. An entry is required. For a sole proprietor or disregarded entity, enter the owner's name on line 1 and enter the trust/disregarded entity's name on line 2. |
| | 2 | Business name/disregarded entity names (if different from above) |
| | 3a | Check the appropriate tax for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> (individual/sole proprietor) <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and in the entry spaces enter the appropriate code (C, S, or P) for the tax classification of the LLCs unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ |
| | 4 | Exemption codes apply on a year-to-year basis to certain entities not included in (a) above (see instructions on page 3). Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States) |
| | 3b | If on line 3a you checked "Partnership" or "Trust/estate" or checked "LLC" and entered "P" as its tax classification and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/> |
| | 5 | Address (number, streets and apt. or suite no.). See instructions. |
| | 6 | City, state, and ZIP code |
| | 7 | List account number(s) here (optional) |
| | | Requester's name and address (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 generally is your social security number (SSN). However, for a resident alien sole proprietor or disregarded entity, see the instructions for Part I. For other entities, this is your employer identification number (EIN). (If you do not have a number, see How to get a TIN later.)

| | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury (certify that)

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

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report a tax interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or construction of secured property, can be a claim of deduction on your tax return, or for an individual's retirement arrangement (IRA) and general 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 I. See also.

| | | |
|--------------|-----------------------------------|------|
| SIGN Here | Signature of Individual 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 a guidance that is enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A foreign-owned entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another foreign-owned entity in which it has an ownership interest. This change is intended to provide a foreign-owned entity with the information regarding the status of its indirect foreign partners, owners, or beneficiaries so that it can satisfy any applicable reporting requirements. For examples, a partnership that has any indirect foreign partners may be required to complete Schedules Ke-2 and Ke-3. See the Partnership (instructions for Schedules Ke-2 and Ke-3, Form 1041-C).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

In addition to the references, all Offerors 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 Offerors 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 last 3 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 | | | |

| Reference 2 | | | |
|--|----------------------------------|------------------------------|--------------------------|
| <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 | | | |

| Reference 3 | | | |
|--|----------------------------------|------------------------------|--------------------------|
| <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 | | | |

| Reference 4 | | | |
|--|----------------------------------|------------------------------|--------------------------|
| <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 | | | |

| Reference 5 | | | |
|--|----------------------------------|------------------------------|--------------------------|
| <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 | | | |

| Reference 6 | | | |
|--|----------------------------------|------------------------------|--------------------------|
| <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 | | | |

| Reference 7 | | | |
|--|----------------------------------|------------------------------|--------------------------|
| <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 | | | |

ATTACHMENT K:

Fee Proposal Form

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

**RFP #600-12-26
Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services
Authority-Wide**

Pricing submitted in this section will be used to evaluate price reasonableness and to support future task order pricing but does not guarantee the award of any task order. Offerors shall provide fully burdened hourly rates inclusive of all overhead, general and administrative costs, and profit.

| Staff Classification | Hourly Rate | | |
|---|-----------------------|------------------------|-------------------------|
| | Initial Contract Term | First Extension Option | Second Extension Option |
| Principal/Project Manager | | | |
| Registered Architect/Professional Engineer | | | |
| Architect/Engineer Intern/Planner | | | |
| CADD Operator | | | |
| Field Inspector/Construction Administrator | | | |
| Administrative/Clerical Support | | | |
| Subconsultant(s): <i>Please Specify</i> | | | |
| Other: (Add lines in this table to specify Other staff classifications if needed) | | | |

USE OF PRICING FOR FUTURE TASK ORDERS

The HACP reserves the right to:

- Request task-order specific pricing from qualified vendor pool members; and/or
- Conduct limited pricing competitions among the qualified vendor pool.

Offeror Name: _____

Address: _____
(of company)

Phone Number: _____ **Fax:** _____

Email: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

ATTACHMENT L:

RAD Physical Condition Assessment Statement of Work and Contractor Qualifications

**RFP #600-12-26
Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services
Authority-Wide**

Rental Assistance Demonstration (RAD): Physical Condition Assessment Statement of Work and Contractor Qualifications

Introduction:

HUD has drafted the RAD Physical Condition Assessment (RPCA) with the specific intention that it not only meet the RAD Program requirements, but that it also be compliant with the requirements, as they may be modified from time to time, of HUD Multifamily Accelerated Processing (MAP) and the American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) Procedures for Commercial Building Energy Audits, Second Edition 2011, Level II guidelines.

Overview:

The RPCA has three parts:

Part 1: PCA Report Comparing Traditional and Green Requirements - It is the traditional PCA that identifies repairs necessary in the first year following restructuring and the repairs and replacements during the next 20 years; it only offers "traditional" and "green" components that meet local building code; it estimates costs using both "traditional" and "green" principles; and it provides comments on the benefits (financial and otherwise) of the green alternative.

Part 2: Energy Audit- It evaluates how energy and water is used at the property. It documents prudent utility-related improvements (water and energy) to the property, the cost of the improvements, and a simple financial payback analysis (however, note that a more sophisticated analysis is available for systems with multiple components with varying estimated useful lives and where the full lifecycle cost analysis is useful). It includes an initial assessment of potentially viable alternatives for generating electricity, heating water, and heating and cooling the conditioned space at the building.

Part 3: Utility Consumption Baseline - It contains data on all utility usage at the property, both tenant-paid and owner-paid, and including all common areas for a full 12-month period. It establishes a baseline to allow for benchmarking, and for future measurement of consumption and costs. As such, the utility baseline creates a whole building consumption profile, addressing missing utility data, vacancies, and weather patterns, in achieving its aim of establishing that standard on which future consumption can be compared.

The RPCA contractor may complete any of the components for which it has the necessary qualifications; otherwise, the contractor may subcontract to others who have the necessary qualifications. The RPCA Contractor must integrate and evaluate the findings and recommendations and incorporate all three components into one report.

RAD Physical Condition Assessment (RPCA) Statement of Work and Contractor Qualifications

PART 1. PCA REPORT COMPARING TRADITIONAL AND GREEN REQUIREMENTS

1. Qualifications: The contractor must

- A. Have training and experience to evaluate building systems, health, and safety conditions, and physical and structural conditions, and to provide cost estimates for maintaining, rehabilitating, or improving deficiencies, using both traditional and Green principles. Must also have environmental expertise, as inspection will include environmental issues as well. Must have any required licenses.
- B. Have the designation of Leadership in Energy and Environmental Design Accredited Professional (LEED AP), in either the United States Green Building Council's LEED New Construction and Major Renovation or the LEED Existing Building Maintenance and Operations examination tracks, or an equivalent designation.
- C. Have completed IO-hours of education in the last calendar year in the areas of Green Building, Sustainability, Energy Efficiency, or Indoor Air Quality.
- D. Have knowledge of the requirements for the "green building" standard, if any, identified by the owner, which may include: Enterprise Green Communities, LEED-H, LEED-H Midrise, LEED-NC, ENERGY STAR New Homes, ENERGY STAR Multifamily High Rise, EarthCraft House, EarthCraft Multifamily, Earth Advantage New Homes, Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label), and the National Green Building Standard (NGBS) or other industry-recognized green building standard deemed acceptable by HUD in its sole discretion.
- E. Have acceptably completed written evaluation reports for similar types of multifamily rental housing projects in similar physical condition and age in the subject market or in similar areas, preferably including two (2) or more buildings that were receiving Section 8 or public housing assistance when the report was prepared.
- F. Have an acceptable record of performance with HUD. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.
- G. Have produced reports that are well regarded in the marketplace in terms of content, timeliness and responsiveness. The contractor should have this personal experience, not just the company.
- H. Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/Owner¹.

¹ Throughout this Statement of Work and Contractor Qualifications document, "Lender/Owner" is used to describe the party ordering, reviewing, and accepting the RPCA (the client for the RPCA contractor). If the owner is pursuing financing as part of the RAD conversion, then a Lender is the client. If not, then the Owner is the client. All RPCAs are subject to HUD's review and acceptance.

RAD Physical Condition Assessment (RPCA) Statement of Work and Contractor Qualifications

1. Statement of Work: The contractor shall

A Perform a Physical Condition Assessment (PCA) for each asset specified by the Lender/Owner and report the findings.

- (i) The report shall be prepared according to the Fannie Mae document: "Physical Needs Assessment Guidance to the Property Evaluator" (Exhibit 1), except as modified herein. This standard is meant to meet or exceed ASTM E 2018-08, Annex 1.1 concerning multifamily properties as well as Appendix XI.1 concerning qualifications, XI.2 concerning verification of measurements and quantities based on as-built drawings when available or field counts or measurements when necessary, XI.3 concerning service company research. Appendix XI.5 concerning the recommended table of contents is also recommended. Further, this report must be "MAP-compliant," fully meeting or exceeding the current requirements of HUD Multifamily Accelerated Processing.
- (ii) The report shall include color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components, and mechanical systems.
- (iii) The Contractor shall conduct and document site inspections of enough dwelling units to be able to formulate an accurate estimate of repair, replacement and major maintenance needs and all office, community space, and common areas. In no event shall the inspection be of less than 25% of occupied units, and 100% of all vacant units and common areas.
 - a. In some cases, depending on the size and condition of the Project, all or nearly all units will need to be inspected by the Contractor.
 - b. In other cases, a lesser number of units may need to be inspected by the Contractor. But in no event shall the number of units be less than specified in subparagraph (iii) above.
 - c. The Department expects that appropriate statistical sampling methods and techniques will be used by the Contractor to reach conclusions about repair needs. Units shall be randomly sampled while taking into consideration occupied and unoccupied units and the unit size mix, i.e. one bedrooms, two-bedrooms, etc. If a significant number of units are found to be in poor condition, the Lender/Owner may require that additional units be inspected. The Contractor may also determine that additional units and/or common areas require inspection to fully achieve the objective of considering green building principles, and if so, must coordinate the parameters of the inspection with the Lender/Owner.
- (iv) The inspection must document individual building write ups for all multi-building complexes,
- (v) For older structures the Contractor/ and lender should consider forensic investigations of primary building systems, including but not limited to structural, building envelope, conveyance, mechanical, electrical and plumbing systems, where visual or non-invasive examination alone may not be sufficient to support a conclusion about the condition or remaining useful life of system components.

RAD Physical Condition Assessment (RPCA) Statement of Work and Contractor Qualifications

While recognizing that age and condition of structures are not always related, a guideline for use of forensic methods is structures 30 or more years of age. It is the responsibility of the lender to assure that the Contractor employs investigative methods appropriate to the age, condition, physical composition of the property and the local environment.

When undertaken, a forensic examination should result in a written report, attached to the PCA, which report should include at a minimum the following:

- a. A statement of the examiner's particular experience, education, technical or trade certifications or other qualifications establishing the examiner's expertise relevant to the matter examined.
 - b. A description of the physical component(s) or system examined including the portions, quantities, and/or locations examined and the relevant products and materials found installed.
 - c. A description of the trade or industry recognized techniques, tests or analytical methods of examination used.
 - d. A summary of the estimated age, condition, and serviceability of the products, materials or system examined.
 - e. The examiner's recommendation of any repairs and/or replacements.
 - f. The examiner's estimate of the remaining useful life of the system or component assuming any recommended repairs or replacements are completed.
- (vi) Using the RPCA model² provided by the Lender/Owner, the Contractor will complete the Component Replacement Summary, Utility Types and Rates, Cap Needs Input, Utility Savings, cell D28 of the Water Savers, Utility Baseline - Summary, Utility Baseline - Monthly, and the Reserves 20 Year Schedule worksheets, considering the factors described below (note that completion of the RPCA model worksheets overlaps with the Energy Audit and Utility Consumption Baseline statements of work, Parts 2 and 3 herein). By completing the herein named worksheets in the RPCA model, the 20 Year Schedule and Detailed 20 Year Schedule worksheets will automatically be populated. The Contractor is to review that worksheet to ensure the data inputs on the other worksheets are generating the desired results. The Water Savers worksheet is an optional approach to estimating water savings, but **cell D28 must be completed** (and it links to the Utility Savings worksheet).

² The RPCA model is available at www.hud.gov/RAD

RAD Physical Condition Assessment (RPCA) Statement of Work and Contractor Qualifications

- (vii) The report shall include:
 - a. **Critical items:** Identify in detail, and report immediately to property management and the Lender/Owner, any repair item(s) that represents a critical repair.

Critical repairs include:

1. Remedies for exigent health and safety hazards or code violations;
2. Correction of conditions that adversely affect ingress or egress;
3. Correction of conditions preventing sustaining occupancy;
4. Correction of accessibility deficiencies.

It is the lender's responsibility to assure that accessibility requirements are accurately applied to projects by the Contractor with knowledge of Federal and, where applicable, state and local requirements. These requirements are:

- (1) The Fair Housing Act design and construction requirements apply to all multifamily housing built after March 13, 1991.
- (2) Section 504 of the Rehabilitation Act of 1973 applies to all Federally assisted programs, facilities and housing.
- (3) The Americans with Disabilities Act of 1990 (ADA) applies to public accommodations and commercial facilities and to any such portion of a multifamily property.
- (4) Summary Table of Applicable Federal Accessibility Requirements

| ACTIVITY & YEAR BUILT | MARKET RATE APARTMENTS | AFFORDABLE (not assisted, e.g. LIHTC's) | FEDERALLY ASSISTED** |
|---|-------------------------------|---|--|
| Projects built (1st occupancy*) after 3/13/1991 | Fair Housing Act Requirements | Fair Housing Act Requirements | Fair Housing Act & 504/UFAS Requirements |
| Projects built from 7/11/1988 to 3/13/1991 | None | None | 504/UFAS Requirements |
| Sub Rehab of projects built after 7/11/1988 | None | None | 504/UFAS Requirements (load bearing wall exception) |
| Refinance of projects built prior to 7/11/1988*** | None | None | 504/UFAS Requirements (load bearing wall and financial/administrative burden exceptions) |
| All Public Accommodation | ADA | ADA | ADA & 504 UFAS |

*1s, occupancy means a building occupied for any purpose, not just for housing.

**"Federally assisted" projects include those financed or assisted by Project Based Vouchers, 202/811, HOME, HOPWA, Rent Supplements, 236, TCAP, EMIR, etc.

RAD Physical Condition Assessment (RPCA) Statement of Work and Contractor Qualifications

- (5) State and Local Accessibility Laws. The Fair Housing Act does not preempt state and local government measures affording persons with disabilities greater access than is required by the Fair Housing Act and some state and local governments do apply more stringent requirements. When state or local requirements exceed the Fair Housing Act design and construction requirements, the former prevail to the extent of such excess.
 - (6) Adaptable Does Not Mean Deferrable. A common misinterpretation of the Fair Housing Act design and construction requirements holds that the term "adaptable" contemplates a delay or deferral of the time when "features of adaptable design" required by the statute or regulations may be completed. This is inaccurate. The "features of adaptable design" described in the Fair Housing Act design and construction standards are required at original design and construction. Adaptable for purposes of Section 504 is defined at 24 CFR 8.3 and contemplates limited future physical changes to meet specific needs of particular persons with disabilities.
- b. **Repair/Rehab items (Short Term Physical Needs):** Identify and estimate the cost of the repairs, replacements, and significant deferred and other maintenance items that will need to be addressed within 12 months of closing (do not include items that are not broken but may need replacement in the near future). The items evaluated (both recommended and not recommended) are explained in the narrative report and the recommended items are documented in the Cap Needs Input worksheet of the RPCA model. That data input automatically generates the rehab escrow needs that appear in column B of the 20 Year Schedule worksheet of the RPCA model. Review column B of that worksheet to ensure the data input generated the correct result.
 - c. **Market Comparable Improvements:** After discussion with the Lender/Owner and the Lender's appraiser, the inspector may include repairs or improvements that are necessary for marketability in the list of Repair/Rehab needs. The repairs/improvements identified should be those necessary for the project to retain its original market position as an affordable project in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a project). The project should be able to compete in the non-subsidized market on the basis of rents rather than amenities. Where a range of options exists, the least costly options for repair or rehabilitation should be chosen, when both capital and operating costs are taken into consideration.
 - d. **Long-term Physical Needs/ Reserve Items:** Identify and provide an estimate of the major maintenance and replacement items that are required to maintain the project's physical integrity over the next twenty (20) years. (Note that the Fannie Mae Guidance to the Property Evaluator only requires an 18-year assessment maximum). The items evaluated (both recommended and not recommended) are explained in the narrative report and the recommended items are documented in the Cap Needs Input worksheet of the RPCA model. That data input automatically

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generates the 20 Year Schedule worksheet of the RPCA model. Review that worksheet to ensure the data input generated the correct result.

- e. **Reserve Costs.** The Contractor shall estimate the Initial Deposit to the Reserve for Replacement Account and the Annual Deposit to the Reserve for Replacement Account based on the cost of "Near Term" replacement and major maintenance needs of the Project.
- f. **Environmental Concerns:**
 - (1) This applies to all existing properties constructed prior to 1978 which have not been demonstrated to be LBP- and/or asbestos-free. For projects that contain LBP and/or asbestos, the Contractor is responsible for engaging the services of a qualified LBP and/or asbestos abatement contractor(s) to prepare a scope of work for the abatement of LBP and/or asbestos. Where the scope of abatement work consists of permanent enclosure or encapsulation, but not removal, of LBP and/or asbestos, the qualified abatement contractor(s) must also prepare, separate from the scope of abatement work, an Operations and Maintenance (O&M) Plan for LBP and/or asbestos. The O&M Plan contains ongoing maintenance activities for LBP and/or asbestos, to be followed for as long as the LBP and/or asbestos remains in place. All abatement work and ongoing maintenance activities for LBP and/or asbestos shall conform to the following Regulatory requirements:
 - a. For LBP, 24 CFR Part 35;
 - b. For asbestos, 40 CFR Part 61.
 - (2) The report shall provide a description of directly observed potential on-site environmental hazards and include a completed Environmental Restrictions Checklist (see Exhibit 2).
 - (3) The report must meet HUD's requirements, as they may be modified from time to time, for the detection and remediation of radon. These requirements were initially described in HUD Mortgagee Letter 2013-07, issued January 31, 2013.
- g. **Green Building Principles:** An objective of the report is to identify all opportunities to improve energy efficiency, maximize water efficiency, use re-used and recycled materials where practical, safeguard the indoor air quality of the property, be of less harm to the environment generally, and remove/ re-use replaced materials and construction debris appropriately. The Contractor is required to evaluate all components in the building, all building systems, and all components on the property, and the property itself, to identify all opportunities to achieve the stated objective. **The Contractor is expected to consider the most promising types of improvements being used generally in applicable green buildings, to identify all alternatives considered, to provide a justification for the green alternative recommended and a brief explanation of why the non-selected alternatives are less appropriate for the subject property.** Each line item must identify the:

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- (1) costs of the traditional repair/replacement to meet local building code, as applicable, and the alternative using green building principles;
 - (2) cost estimate for both the traditional and green approaches; and
 - (3) expected benefits of the green alternative, both financial and non-financial.
- (viii) The report shall identify any physical deficiencies as a result of:
- a. a visual survey;
 - b. a review of any pertinent documentation; and
 - c. interviews with the property owner, management staff, tenants, interested local community groups and government officials, where appropriate.
- (ix) The report shall include the Contractor's professional opinion as to whether tenant relocation is necessary to complete the recommended scope of work for rehabilitation.
- B. The RPCA must also include the following subcomponents:
- (i) Acknowledgements (who prepared report, the preparer's qualifications or a certification that the preparer meets the qualifications required in Part 1.1, when report was prepared, who received report, and when report was reviewed).
 - (ii) Appendices (color photographs, site plans, maps, etc.).
- C. In addition, the contractor shall:
- (i) Recommend any additional professional reports needed, for example, to determine the presence or degree of structural defects, or to complete additional investigation into an environmental issue, such as radon testing that was not envisioned at the time of engagement. The Lender/Owner will be responsible for obtaining such reports.
 - (ii) If requested by the Lender/HUD, the RPCA Contractor will review the requirements of a particular "green building standard"³ and include in the RPCA its professional opinion on whether the rehabilitation recommended in the RPCA will meet the requirements of the particular "green building standard".
 - (iii) If the services of a subcontractor were secured to inspect the property and complete the report, the contractor shall review the inspection for quality, consistency, and agreed upon format and conformance with these requirements.
 - (iv) If requested by the Lender/Owner, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.

³ Must be an industry-recognized standard for green building, such as the Enterprise Green Communities Criteria, LEED-H, LEED-H Midrise, LEED-NC, ENERGY STAR New Homes, ENERGY STAR Multifamily High Rise, EarthCraft House, EarthCraft Multifamily, Earth Advantage New Homes, Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label), and the National Green Building Standard (NGBS) or other industry-recognized green building standard in HUD's sole discretion.

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1. Deliverables

- A. A draft narrative report and RPCA model (with completion of these worksheets: Component Replacement Summary, Utility Types and Rates, Cap Needs Input, 20 Year Schedule, Detailed 20 Year Schedule, Rehab Escrow Needs, Utility Savings, **at least cell D28** of Water Savings, Utility Data Collection, and the Reserves 20 Year Schedule) shall be submitted electronically, as instructed by the Lender/Owner, for review prior to completion of the final report.
- B. The Lender/Owner will review the draft deliverables and discuss any necessary corrections with the Contractor that are necessary for the drafts to be finalized.
- C. The final narrative report shall be completed in the number of originals and copies requested by the Lender/Owner. It will also be submitted electronically along with the RPCA model, as instructed by the Lender/Owner.

NOTE: The final deliverable from the RPCA contractor shall consist of two files:
1- PDF file, including the narratives from all three parts of this statement of work (PCA, Energy Audit and Utility Consumption Baseline.)
2- EXCEL file of the completed RPCA model.

PART 2. ENERGY AUDIT

1. Qualifications: The contractor shall

- A. Be certified to complete building energy audits by RESNET or BPI (or their training providers), or be a Certified Energy Manager (CEM), or be a State equivalent certified energy auditor, or be a professional architect, or be a registered professional engineer, or be a RESNET certified Home Energy Rater or BPI Certified Building Analyst.
- B. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.
- C. Produce reports that are well regarded in the marketplace in terms of content, timeliness and responsiveness. The contractor should have this personal experience, not just the company.
- D. Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/Owner.

2. Statement of Work

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These requirements are intended to fully satisfy and exceed the requirements in the American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) Procedures for Commercial Building Energy Audits, Second Edition 2011, Level II guidelines.

- A. An energy audit identifies how energy and water is used in a facility.
 - (i) Data is collected on energy and water use and costs and a physical inspection of the property and energy-related equipment is performed.
 - (ii) The physical inspection reviews equipment and space conditions, past maintenance schedules, remaining useful life, and system performance, along with building envelope characteristics and conditions.
 - (iii) Physical inspection may also consider indicators of performance issues such as leaking or soiled heat exchangers, high humidity, poor space temperature control, and comfort concerns. Some of these characteristics may be indicators of improperly sized heating or cooling equipment.
- B. An energy audit analyzes utility costs of the existing property, including separate rates, if any, for owner and tenant accounts, such as for electricity. Utility data is trended and benchmarked against similar properties with like heating and cooling requirements, and used to provide estimates of energy and water savings that may be gained by implementing cost effective conservation measures.
- C. An energy audit provides a prioritized list of recommended cost-effective energy and water efficiency improvements to reduce utility costs.
 - (i) Cost-effective energy and water efficiency improvements are energy or water conserving measures whose estimated utility savings exceed the installed cost of the improvement over the measure's useful life.
 - (ii) Recommendations are based on engineering and economic analysis and consider factors such as operating hours, equipment efficiency, and building and occupant energy and water demand characteristics.
 - (iii) Costs are generally developed through industry norms or available historical project information.
- D. Insulation in attics, walls, basements, floors, and ducts for heating and cooling circulation, should, at a minimum, be upgraded to current local building code for new construction, unless prevented by physical obstructions. Additional insulation beyond code should be recommended if cost-justified.
- E. In addition, the energy audit includes a recommendation on whether additional caulking and sealing is a cost-justified expenditure.
- F. An energy audit report includes the following:

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- (i) Current energy, water and sewerage usage and costs (kilowatt-hour, therms, ccf, utility cost) input in the RPCA model. NOTE: This requirement includes all utility usage at the property, both tenant-paid and owner-paid, and all common areas.
- (ii) Evidence that the Contractor used the Air Conditioning Contractors of America (ACCA) Manual J guide or another recognized methodology to size the recommended heating and cooling systems. The sizing shall consider other energy-related improvements being made to the property, including additional insulation, energy-efficient windows, etc. The Lender/Owner may request the Contractor prepare several calculations based on possible improvements or may contact the Contractor subsequent to the completion of the initial calculation and ask for a revision based on a specific set of improvements.

Exception: There are two exceptions to the requirement to complete a load calculation to appropriately size the heating and cooling systems:

- a. When the existing units are already the smallest available and there are no known property management or tenant complaints indicating that the existing systems may be inadequate. To justify this exception, the Contractor must inquire of the site property management and of any tenants encountered during the inspection of units, and not receive comments that would cause the Contractor to question the adequacy of the existing systems.
 - b. When the existing units use electric baseboard heat and conversion to another heat system has been determined to be infeasible. To justify this exception, the Contractor must consider any comments about unit heating received from inquiring of the site property management and of any tenants encountered during the inspection of units and state why conversion to another source is infeasible.
- (iii) Evidence that the contractor analyzed the existing size of hot water heaters and analyzed the appropriate efficient replacement size using First Hour Rating (primarily for individual tenant hot water heaters) or other professionally recognized sizing tools with a goal of providing sufficient but not excess capacity.
 - (iv) Evidence that the contractor inspected the ductwork for leakage and recommended and priced appropriate repairs. HUD's objective is to identify energy-saving opportunities and is relying on the contractor's professional judgment as to the extent of inspection, testing, cleaning and repair that is warranted for the specific property. If the ducts are accessible, the contractor is to conduct a visual inspection and make recommendations for repair of any loose/ broken connections or other leaks. If the ducts are not accessible, the contractor is to provide an opinion on the likely cost-benefit analysis of repairing the ducts and the approach recommended to do so (including use of an aerosol-based product).
 - (v) Completed "Utility Types and Rates" worksheet in the RPCA model provided by the Lender/Owner.
 - (vi) Completed "Utility Savings" worksheet in the RPCA model provided by the Lender/Owner.

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- (vii) Completed "Water Savers" worksheet with **at least cell D28** being populated (otherwise this worksheet is an optional approach to estimating water savings);
- (viii) Prioritized list of recommended energy efficiency improvements. At a minimum, in evaluating recommended improvements, the contractor evaluates and comments on:
 - a. Wall, ceiling and basement (if applicable) insulation - describe existing, cite the local code for new construction
 - b. Exterior doors - weather stripping, caulking, insulation characteristics, possible needed replacement and standards
 - c. Storm doors (where they currently exist)-weather stripping, caulking, insulation characteristics, possible needed replacement and standards
 - d. Dishwashers (where they currently exist)- efficiency standard, age, replacement options
 - e. Windows/sliding glass doors - considering age, weather stripping, caulking, air conditioning sleeves
 - f. HVAC - age, size and rated efficiency of units, age and type of thermostat
 - g. DHW - age, size and rated efficiency of units, insulation, temperature setting and set-backs, appropriate efficiency and size for replacement units
 - h. Refrigerators - age, size, rated efficiency of units, potential replacements
 - i. Water - flow rate of shower and faucets, hot water temp at tap, hot water pipe insulation, toilet tank size
 - J. Ventilation - kitchen and bath ventilation (recirculating or outside), appropriate size for replacement units
 - k. Apartment lighting - existing lighting methods, over-lighted conditions, conversion to CFL bulbs or fixtures
 - I. Lobby, common area, corridor - exterior doors (see above), existing lighting methods, lighting (sufficiency/excess, conversion to CFL bulbs and/or fixtures, T-8 (or smaller) electronic ballast fluorescent, LED exit light and automatic control potential)
 - m. Exterior lighting (including parking area) - existing number, type, sufficiency/excess illumination levels and efficiency of lighting type, conversion potential to more efficient lighting type, automatic controls
 - n. Central Plant Boilers/Hot water - efficiency, age, potential for combined heat and power (CHP), set backs
 - o. Laundry Area - identify if leased or owned, number and type of appliances, size, age, efficiency rating
 - p. Other commercial or office space - same evaluation
 - q. Possibility of cost effective change in fuel/ heating system type

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- r. Evaluation of rate options, if any, with the utility companies for different site uses, e.g., residential/ commercial rates, peak load management rates.
- (ix) An initial assessment of the potential feasibility of installing alternative technologies for electricity, heating and cooling systems, and hot water heating (collectively called Green Energy Technologies) at the property. The auditor is to comment specifically on each of the following:
 - a. Photovoltaic for electricity
 - b. Solar thermal for hot water heating
 - c. Wind turbine
 - d. Combined heat and power
 - e. Geothermal heat pumps, and
 - f. Fuel cells.

As an initial assessment of potential feasibility, the auditor's comments are to conclude and justify, for each of the six technologies, whether further study is recommended. Specifically, the auditor is to state that the property: is a potentially viable candidate and a feasibility study is recommended or is not a viable candidate and further study is not recommended.

NOTE: HUD expects a few sentences of discussion for each of the six technologies. For example, "Combined heat and power: The property has less than 80 units (a rule of thumb for minimum number of units for feasibility) and does not have a central power source. Further study is not recommended." Another example, "Geothermal heat pumps: The property has sufficient acreage to drill wells and uses enough energy for heating and cooling that this technology may be feasible. Further study is recommended."

- (x) Installed cost estimates for recommended energy and water efficiency measures.
- (xi) Expected useful life of recommended energy and water conservation measures.
- (xii) Annual energy and water saving estimates (consumption and cost reductions). In considering cumulative savings, the auditor should consider how measures may interact and be realistic about the overall portion of existing utility use that might be conserved.⁴ The utility savings estimates will be contained in the Utility Savings worksheet of the RPCA model (note that the auditor may use the optional "Water Savers" worksheet of the model but **must complete** cell D28 of that worksheet for the total estimate of water savings).
- (xiii) Simple payback period in years for each evaluated measure, whether recommended or not. If more than one measure was evaluated, include a brief discussion of all measures evaluated and a justification for the one recommended in the narrative report. Include the recommended measure in the Cap Needs Input worksheet of the RPCA model.

⁴ The installation of individual components, taken individually, may support a certain level of utility savings that will not be realized when all the recommended components are installed as a package. In addition, some components (e.g., the first-time installation of air conditioning) will serve to increase utility usage.

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- G. The RPCA should also include acknowledgments (who prepared report, the preparer's qualifications or a certification that the preparer meets the qualifications required in Part 2.1, when report was prepared, who received report and when report was reviewed).
- H. In addition to the above, the auditor shall:
- (i) Recommend any additional professional reports needed (including, for example alternate energy system feasibility studies, air infiltration tests for energy loss and ventilation needs, blower door tests, infrared imaging, duct blasting, etc.). The Lender/Owner will be responsible for obtaining such reports.
 - (ii) If the services of a subcontractor were secured to perform the RPCA, the Contractor shall review the inspection for quality, consistency and agreed upon format and conformance with the report requirements.
 - (iii) If requested by the Lender/Owner, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.

3. Deliverables

The report and completed worksheets of the RPCA model are made a part of the overall RPCA deliverables submitted by the RPCA contractor. See Part 1, paragraph 3 for instructions on delivering the draft and final narrative reports and RPCA model to the Lender/Owner.

PART 3. UTILITY CONSUMPTION BASELINE

1. Introduction

- A. Overview: The goal of this statement of work is to establish a twelve month consumption baseline for normalized heating, cooling, lighting, and other electric, gas and water usage (not cost) by property.
- B. Consumption Period for Demonstration Due Diligence: The contractor, in consultation with the owner, will establish a twelve-month consumption period, generally ending just prior to the application to the RAD program and maximizing availability of actual data. The twelve month period covered should be recent and similar for each utility and should conclude prior to any rehabilitation beginning at the property.
- C. Consumption Data Collection: The result will be to understand and document what types of utilities are used, from what sources, how they are used and in what amounts they are used. Information on how utilities are used will come from the owner and RAD Physical Condition Assessment (RPCA) through the Energy Audit. In order to obtain the data, the contractor will receive releases from the owner, including releases the owner has

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obtained from tenants for tenant accounts so that the contractor can obtain consumption data directly from each utility provider. The owner may also provide actual billing data.

- (i) For each property paid utility, the releases will be executed by the owner and obtained from the owner by the Contractor.
- (ii) For tenant paid utilities, the releases will be executed by tenants, obtained from the tenants by the owner, and obtained from the owner by the Contractor. Releases will be requested from tenants who have been in residence 12 months or more and new entrants. For non-metered fuel sources, such as propane or heating oil, the Contractor will obtain releases from the owner to obtain 14 months of billing history from the supplier(s), or if suppliers are not willing/ capable of providing histories, the Contractor will obtain copies of bills from the owner.

D. Data Ownership: All energy usage data and analysis is the property of HUD.

2. Qualifications: The contractor shall

- A. Have experience in collecting utility consumption data and in using industry-recognized methods for estimating missing data and normalizing it for weather occurrences and property vacancies.
- B. Not be under suspension or debarment by HUD, or involved as a defendant in criminal or civil action with HUD.
- C. Produce baselines that are well regarded in the marketplace in terms of content, timeliness and responsiveness.
- D. Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/ Owner.

3. Statement of Work: A contractor shall construct a Consumption Narrative Report containing at a minimum:

- A. Project identifiers -PIC Number, property name, property location, name of contractor, ownership name and contact information, management agent contact information, if any, etc.
- B. For all utilities associated with the property:
 - (i) Identify vendors/sources.
 - (ii) Identify use for residential: heat, hot water, lighting, a/c.
 - (iii) Identify use (generally on separate meters) for non-residential: common/exterior lighting, laundry, office, maintenance shop, commercial (some projects have commercial leases).
 - (iv) Identify how the utility is used, for example, central steam boiler, forced air furnaces, heat pumps, window type air conditioners, central air, electric baseboard heat, common area lighting (incandescent or fluorescent, other) exterior lighting (type of lighting device).

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- (v) Identify party responsible for payment, owner or tenant.
- (vi) Note any non-metered fuel source usage such as heating oil or propane.
- (vii) Note any observed anomalies regarding rate structure, metering, on-site generating via solar panels, wind turbines, etc.; and
- (viii) To the extent possible and applicable, estimate the commercial and non-residential portion of the use versus the residential use.

C. The Narrative is submitted as a PDF file.

D. Completed Utility Baseline - Summary and Utility Baseline - Monthly worksheets in the RPCA model, including:

- (i) General property information, utility provider information, and a property profile that includes the number of buildings, square footage, vacancy, and number of units.
- (ii) An overall summary of annual utility consumption across the entire property by utility type.
- (iii) An overall summary of annual utility consumption for each utility type and each meter at the property.
- (iv) Monthly utility consumption for each meter at the property.
- (v) For non-metered fuel sources such as heating oil or propane, attach detail for 14 months of consumption, and document how the estimate of twelve month consumption was reached.
- (vi) Adjust the actual consumption (usage) to produce weather-normalized summary consumption (usage). Use appropriate localized weather pattern data. Document the weather-normalization calculation in the Narrative. Note that HUD requires both raw and weather-normalized data.
- (vii) Adjust usage, based on available data, to a pro-forma 100 % occupancy by estimating additional use for unoccupied units. (This is in addition to, and complements, estimation for data gaps on occupied units.) This may affect some utilities, like water or electric, more than others, for example if heat is centrally provided.
- (viii) Establish an optional pro-forma adjustment factor to the consumption for cases where the RAD transaction involves changes in services provided at the property, for example the addition of air conditioning. If requested, supply estimate of utility consumption for the added service.
- (ix) Supply the completed RAD Utility Consumption workbook in Microsoft Excel, in the format required by HUD.

NOTE: The RPCA model also includes instructions for completion of the two utility consumption worksheets in a third worksheet titled, Utility Baseline - Instructions.

4. Deliverables

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The narrative report and completed Utility Consumption - Summary and Utility Consumption - Monthly worksheets in the RPCA model are made a part of the overall RPCA deliverables submitted by the RPCA contractor. See Part 1, paragraph 3 for instructions on delivering the draft and final narrative report and the EXCEL workbook to the Lender/Owner.

Exhibits (available on the RAD website at www.hud.gov/RAD):

- 1 Fannie Mae Physical Needs Assessment Guidance
- 2 Form 4.4 Environmental Restrictions Checklist
- 3 Accessibility Law Compliance

ATTACHMENT M:

HUD Section 18 Demolition PIH Notice 2024-40

RFP #600-12-26

Agency-Wide Physical Capital Needs Assessment and Energy Audit Services

The following requirements are excerpted from **HUD PIH Notice 2024-40**, which governs demolition justifications and the specific data standards required for Physical Needs Assessment (PNA) reports. These standards must be strictly adhered to for any PNA conducted under this contract that is intended to support an inventory removal application.

For a comprehensive understanding of these requirements, Offerors should review the full notice at https://www.hud.gov/sites/dfiles/PIH/documents/PIH_2024-40.pdf

24 CFR 970.17(d)(1) the property exceeds the needs of the project after the date of full availability (DOPA); or 24 CFR 970.17(d)(2) the disposition of the property is incidental to, or does not interfere with, continued operation of the remaining portion of the development.

IV. **Demolition Justification.**

In accordance with the Annual Contributions Contract (ACC) and other applicable public housing requirements, public housing property cannot be demolished without HUD approval. The PHA must secure HUD approval to demolish public housing property under another authority (i.e., Section 24 Choice Neighborhoods, RAD), or under Section 18 of the 1937 Act). In carrying out approved demolitions under Section 18 of the 1937 Act, the PHA complies with all applicable public housing requirements (i.e., procurement, Davis-Bacon wages, fair housing requirements). If the PHA uses Capital Funds to pay for the demolition, it complies with all applicable 5-year Annual Plan and other Capital Fund Program requirements.

If a PHA's proposed demolition occurs after the proposed disposition of public housing units or other property (e.g., by a LIHTC acquiring entity), then HUD approval is not required for the demolition. Instead, the PHA must comply with the disposition criteria under 24 CFR 970.17 and Section III of this notice.

A. **Justification Criteria (24 CFR 970.15).** HUD reviews demolition requests in accordance with the following criteria: (1) the project or portion of a project is obsolete as to physical condition, location, or other factors, making it unsuitable for housing purposes; and no reasonable program of modifications is cost-effective to return the public housing project or portion of the project to useful life; and (2) in the case of an application for demolition of a portion of a project, the demolition will help to ensure the viability of the remaining portion of the project.

1. **Physical Condition (24 CFR 970.15(b)(1)(i) and (b)(2)).** The PHA must demonstrate substantial physical issues of the buildings/units (e.g., critical structural issues, deficiencies in major systems, deterioration due to prolonged deferred maintenance) that cannot be corrected in a cost-effective manner. The PHA may submit Physical Needs Assessments (PNAs), government inspections (including condemnation orders), and/or independent architect or engineer's reports as supporting documentation. HUD may consider other available information, including REAC scores; Capital Fund Program Five Year Action Plans, Energy Performance Contracting (EPC) information; and/or on-site inspections by HUD staff.

If a project's rehabilitation costs are between 57.14% (or 62.5% if elevator building) and 90% of total development cost (TDC), the PHA may either voluntarily pursue a demolition or disposition action for the project or may rehabilitate the project with Capital Funds. However, if rehabilitation costs for a project exceed 90% of TDC, the PHA's only choice is to pursue a demolition or disposition or use funds other than Capital Funds to address the project's capital needs.

- a. **PHA's must submit the following to certify physical obsolescence:**
- **HUD-52860-A (8/31/2023) Form;**
 - **HUD-52860-B (8/31/2023) Form;**
 - **Scope of Work Report.** This includes a list of specific and detailed work items that require rehabilitation or repair, preferably prepared by an outside engineer or architect; and,
 - **Excel document of Scope of Work Rehab Cost-Estimates** (including *Allowable Soft Costs*, see below).
- b. **Scope of Work.** The scope of work should include the following:
- Estimates based on the standards outlined in the most recent International Building Code (IBC) and National Fire Protection Association (NFPA) 5000 standards. The PHA may include local code requirements (e.g., fire codes; requirements for natural disasters such as flooding or wildfires);
 - Building systems (e.g., HVAC, plumbing, electric), external amenities (e.g., roofs, doors, windows), and internal amenities (e.g., kitchens, bathrooms, flooring) limited to those that address immediate capital needs for a maximum of three years. Replacement costs are restricted to items evidenced to be in poor condition that require immediate replacement or with a remaining useful life of three years or less. Actual service life may depend on initial quality of the item, local environmental factors, use/abuse, and levels of routine maintenance. The age of an item alone is not evidence of need to repair or replace. Each item is individually estimated and may reference life cycle values per the R.S. Means Facilities Maintenance and Repair Cost Data book;
 - Underground utilities (e.g., sewer, water, gas, electric), regardless of distances, provided the PHA owns the utility and evidences the need for replacement;
 - Mitigation costs of asbestos, lead-based paint, or other environmental issues supported by reports submitted with the SAC application;
 - Structural defects when supported by reports from a licensed professional engineer;
 - Accessibility improvements for persons with mobility, vision, hearing or other disabilities, provided improvements are consistent with standards, regulations, and other requirements under Section 504 of the Rehabilitation Act of 1973 (including the Uniform Federal Accessibility Standards (UFAS)), Fair Housing Act, Americans with Disabilities Act, other applicable federal authorities, state or local requirements that exceed federal baseline requirements, and accessibility requirements in remedial agreements or orders;
 - Imminent health and/or safety issues even if such costs are otherwise not eligible provided the PHA provides supporting documentation from an independent party evidencing the occurrence and resulting health and/or safety risks. Due to extreme weather events the cost of installing air

conditioning or heating systems (where previously non-existent) may be included.

- c. **Items Generally Not Allowed in the Scope of Work.** HUD reserves the right to disallow items in a scope of work if HUD determines there are more cost-effective alternatives to address the rehabilitation or replacement needs. If the PHA completes major capital work after the scope of work is prepared, the PHA must include a description of that work in the SAC application. HUD generally does not allow the following costs to be included in a rehabilitation scope of work:

- Work associated with enhancements or improvements of working systems or fixtures at the project (including energy efficiency "green" improvements);
- Amenities not currently existing at the project (e.g., solar panels; tankless water heaters; trash enclosures, washer/dryer hook-ups; garbage disposals; central air conditioning; addition of new porches);
- Work items that address a project's needs beyond three years;
- Local code compliance if the building code requirements are otherwise not triggered by the rehabilitation/repair;
- Landscaping or other site work beyond five feet of the exterior walls of a building;
- Upgrading utility lines that are otherwise in working condition;
- Work items associated with site improvements and appurtenances (e.g., parking lots, security cameras, playgrounds, community centers), even if those site improvements or appurtenances exist and are in need of repairs; and
- Replacing PHA personal property (e.g., replacing appliances or other removable fixtures such as refrigerators, ovens, and window treatments).

Generally, any work item listed in "Fair" or "Good Condition".

- d. **Cost Estimates.** The following generally applies to cost estimates of the eligible scope of work items:
- Total development costs (TDC) comparisons per HUD-posted costs for the year the rehabilitation estimate is made. See 24 CFR 905.314.
 - R.S. Means cost index, Marshall and Swift cost index, or other accurate and reliable cost estimates (e.g., actual and competitive bids).
 - Housing construction costs (HCC) as defined in 24 CFR Part 905 (including existing items inside a building or within five feet of the exterior walls; and costs to repair landscaping damaged due to rehabilitation).
 - PNA report should provide a summary description of the methodology used to prepare the PNA including the number of units inspected and the ratio of vacant to occupied units inspected. An occupied building should have a reasonable number of occupied and vacant units inspected that represent a similar ratio of the occupied vs. vacant units when preparing a PNA.

The PHA may not include additional costs attributable to inflation or "cost escalation." For example, if a PNA completed in 2022 indicates a roof replacement is necessary in 2024, the PHA must use current estimated costs without any escalation, cost adjustments or other means of adjusting for inflation for work projected to be undertaken/completed in 2024. Instead, the PHA uses 2022 cost index information.

- e. **Allowable Soft Costs.** The following fees are maximum amounts for soft costs associated with public housing rehabilitation. HUD may consider higher percentages for soft costs for compelling reasons on a case-by-case basis. The PHA may flexibly determine costs for each item provided the total cost does not exceed the maximum. Percentages are based on hard construction and will vary based on the project size:
- Construction contingency: 7.5%
 - Architectural/engineer's design and construction monitoring fees: 5.5%
 - Profit and overhead fees for specialty subcontractor (e.g., HVAC, electric, plumbing, elevator): 10%
 - General condition fees (e.g., permit, insurance, bonds): 5%
 - PHA administrative costs: 2%
2. **Location (24 CFR 970.15(b)(1)(ii) and (b)(2)).** PHA demonstrates the location of the units causes obsolescence, including physical deterioration of the neighborhood; change in neighborhood from residential to industrial or commercial; or environmental conditions which jeopardize the suitability of the site or a portion of the site and its housing structures for residential use. The cost test for obsolescence based on location includes the PHA's cost to cure the obsolescence (e.g., buffering nearby industrial or commercial development; mitigating environmental conditions) and whether these costs exceed applicable TDC percentages. In some cases, there may be no way to cure obsolescence, regardless of cost (e.g., project is in a Federal Emergency Management Agency (FEMA) designated floodway). In other cases, obsolescence may be curable with a mitigation cost (e.g., flood-proofing and flood insurance for designated floodplains).
3. **Other Factors (24 CFR 970.15(b)(1)(iii) and (b)(2)).** PHA demonstrates factors impacting the marketability, usefulness, or management of the units that seriously impede operations for residential use supported by third party documentation. The cost test for obsolescence based on other factors includes the PHA's cost to cure the cause and whether these costs exceed applicable TDC percentages. In some cases, curing obsolescence is not possible regardless of costs. In cases where obsolescence may be curable, include the PHA's cost of due diligence in marketing and cost to cure obsolete factors (e.g., cost to add a second bathroom to units with a high number of bedrooms).
- B. **De Minimis Demolition (24 CFR 970.27).** In any 5-year period, a PHA may demolish the lesser of 5 dwelling units or 5 percent of the total public housing dwelling units

ATTACHMENT N:

PHFA Tab 34

**RFP #600-12-26
Physical Capital Needs Assessment (PCNA) & Energy Audit (EA) Services
Authority-Wide**

PENNSYLVANIA HOUSING FINANCE AGENCY (2025 UNDERWRITING APPLICATION)

Tab 34 Project Capital Needs Assessment & Energy Audit

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

- A. Project Capital Needs Assessment** - A Project Capital Needs Assessment (PCNA) must be completed by an independent third party not involved in the design or preparation of drawings and specifications for the development. A minimum of \$20,000 per unit in construction costs on major systems and components is required to be considered for funding from the Preservation Preference. Refer to the PCNA Requirements for specific guidelines on completing this Assessment. The date of the Assessment must be less than 12 months prior to the submission date of the Application.

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

- B. Energy Audit** - A diagnostic and comprehensive energy audit prepared by a Building Performance Institute (BPI) Certified Multifamily Building Analyst must be conducted in accordance with the PHFA guidelines attached. The energy audit report must be included in the application. Measures to reduce both development-paid and tenant-paid utilities must be evaluated. The date of the Assessment must be less than 12 months prior to the submission date of the Application.

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

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A. PROJECT CAPITAL NEEDS ASSESSMENT GUIDELINES

Preservation applicants for rehabilitation must submit a PCNA and replacement reserve analysis. The PCNA must have been performed within 12 months of the submission date of the Application.

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

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

Statement of Work

1. The report shall be written with detailed narrative and accompanying color photographs and shall describe the property's exterior and interior physical condition, including architectural and structural components, and mechanical systems.
2. The report shall:
 - a) Identify in detail any repair items that represent an immediate threat to health and safety, and all other significant defects, deficiencies, items of deferred maintenance, and material building code violations (individual and collectively, "Physical Deficiencies") that would limit the expected useful life of major components or systems. Deficiencies regarding significant life safety issues must be identified;
 - b) Provide estimated costs to remedy the detailed Physical Deficiencies (Critical Repair items, 12-month physical needs, and the first five years of long term physical needs); and

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- c) Prepare a Replacement Reserve Schedule, including an estimate of the initial and annual deposits (projected to increase at the operating cost adjustment factor) for a minimum period of 20 years.
3. The report shall identify any Physical Deficiencies as a result of:
- a) A visual survey;
 - b) A review of any pertinent documentation; and
 - c) Interviews with the property owner, management staff, tenants, interested local community groups and government officials.
4. The report shall provide a description of directly observed or potential on-site environmental hazards including but not limited to above and below ground tanks which are not in use. The report shall also include copies of laboratory testing results for the presence of radon, lead in domestic water, lead based paint, where applicable, and asbestos, where potential asbestos containing materials exist.
- Radon must be tested in at least 100% ground contact units and community spaces plus at least 10% of all units above that with a minimum of one test per floor.
- Testing for lead in the water shall be performed at a minimum of two locations per building, and shall be based on two samples from each location; an initial draw sample taken after a period of no water use, and a sample taken after thoroughly flushing the system.
- Lead based paint testing shall be performed using an X-ray Fluorescence spectrum analyzer (XRF) and in accordance with HUD's "Final Rule", 24 CFR Part 35, as amended June 21, 2004. (Lead based paint testing is not required for buildings constructed after 1978 or for those buildings with occupancy limited to individuals 62 years of age and older.)
- A survey of all buildings shall be performed to identify suspect asbestos containing materials **in any building constructed prior to 1978**. All such material shall be tested using polarized light microscopy (PLM).
- The test locations of each test mentioned above shall be identified.
- If any of the results from the above tests are above the "action" level, remediation of the hazards must be included in the scope of work. Post-remediation testing, and additional remediation work if required, must be performed until satisfactory results are documented.
5. The report shall assess the twelve-month physical needs. The standard is a non-luxury standard adequate for the rental market. The physical needs identified should be those necessary for the development to retain its original market position as an affordable development in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a development). The twelve-month physical needs should include those improvements required for the development to compete in the market. Where a range of options exists, the most effective options for rehabilitation should be chosen, when both capital and operating costs are taken into consideration.
6. The report must be prepared by an independent third party consultant, who must be versed in all applicable codes currently in effect in the locality in which the development is located.

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

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B. ENERGY AUDIT GUIDELINES

A diagnostic and comprehensive energy audit performed by a Building Performance Institute (BPI) Certified Multifamily Building Analyst must be conducted in accordance with the following Agency guidelines. The energy audit report must be included in the Application. Measures to reduce both development-paid and tenant-paid utilities must be evaluated. The energy audit must have been performed within 12 months of the submission date of the Application.

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

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

The audit should include:

- Analysis of existing energy (electric, natural gas, liquid propane, fuel oil and water) consumption. A minimum of one year's bills should be evaluated. Evaluate consumption levels and patterns. Audited financial statements are not acceptable.
- Review maintenance and repair records.
- Review Record Drawings (As-built).
- Fuel usage data should be normalized with local weather data.
- Discuss building with management. The discussions should include building performance, HVAC systems, electrical, and building envelope. Occupant comfort and complaints should be included in the discussions.
- Site visit should be conducted using acceptable techniques for building type and size (i.e. small building with independent entries may utilize blower testing, large building with common entrances and hallways may utilize visual inspection and measurements to calculate leakage).
 - o Sampling should include 10% of total existing units.
 - o All unit types (bedroom count, HVAC system type, location in building) shall be taken into account.
 - o Field verify blueprints.
 - o Inventory MEP equipment.
 - o Identify moisture problems.
 - o Identify ventilation system.
 - o Field verify fan operation.
 - o Assess building airflow.
 - o Evaluate building envelope.
- Energy modeling should be conducted, according to the American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Fundamentals Chapter 31. TREAT, EA-QUIP or other multifamily energy audit software approved by the U.S.

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Department of Energy (DOE) must be used for energy modeling. The energy model shall be calibrated against the previous 12 months actual usage to verify the accuracy of the model. Assumptions and calculation methods should be documented.

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

Reporting and Review

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

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

