

Housing Authority City of Elkhart (HACE)
REQUEST FOR PROPOSALS (RFP)
Physical Needs Assessment and Energy Audit
SOLICITATION #: RFP 2026-01-PNA

PROPOSAL DEADLINE:

All proposals must be received at the following address no later than **3:00 p.m. HACE local time, March 20, 2026.**

PROPOSAL SUBMISSION:

An original and one (1) extra copy of the proposal must be submitted in a sealed package to HACE. The package must be clearly marked with the words “**RFP 2026-01-PNA** Response Documents.”

All proposals must be received at the following address by the proposal deadline stated above:

Erik Mathavan, Dir. Comprehensive Improvements
Housing Authority City of Elkhart
1396 Benham Ave.
Elkhart, IN 46516
Erik.mathavan@ehai.org

All responses submitted are subject to these instructions and the Instructions to the Offerors, Non-Construction form [HUD 5369-B](#), contained in Appendix 2.

HACE reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so.

During the period between issuance of this RFP and the proposed due date, no oral interpretation of the RFP's requirements will be given to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing at least 7 days before the submission due date and time to:

Erik Mathavan, Dir. Comprehensive Improvements
Housing Authority City of Elkhart
1396 Benham Ave.
Elkhart, IN 46516
Erik.mathavan@ehai.org

During the period of advertisement for this RFP, HACE may wish to amend, add to, or delete from the contents of this RFP. In such situations, HACE will issue an addendum to the RFP setting forth the nature of the modification. All addenda will be posted on the HACE website at www.ehai.org or distributed to the prospective vendors, if known, via email.

Green Physical Needs Assessment and Energy Audit

RFP

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Part I. Introduction and Overview

HACE is a municipal agency created under the laws of the State of Indiana. Its mission is to provide decent, safe, and sanitary housing for low-income families. HACE receives funding from the U.S. Department of Housing and Urban Development (HUD) for the operation and modernization of low-income public housing owned by the Housing Authority.

HUD regulations require PHAs to undertake a Physical Needs Assessment (PNA) and an Energy Audit (EA) once every 5 years.

Upon completion of the PNA, HACE may then upload the PNA to HUD using the data contained in the HUD PNA software.

HACE is seeking a professional consultant to undertake and complete the following according to HUD requirements and protocols, and including any supplemental services the PHA may request herein:

- PNA,
- Energy Audit, or
- Combined (PNA and EA).

Part II. Scope of Services

1. General Overview

1.1. HACE hereby requests proposals from qualified firms and individuals to perform a PNA and an EA in accordance with all current HUD regulations, the HUD PNA software (“tool”), forms, user guide, and other guidance as may be issued HUD from time to time.

1.2. The PNA and the EA will reflect 672 units in 5 projects from the HACE portfolio as identified in Appendix 1 of this RFP. The projects in Appendix 1 that are the subject of the PNA, GPNA and EA are to include both dwelling and non-dwelling spaces and buildings as well as roads and parking areas contained within each project.

1.3. Appendix 1 contains a list of all properties, by project, with date of construction, total number of units, and (separately) number of public housing Annual Contributions Contract (ACC) units and including a listing of other community facilities to be included in the assessment.

1.4. Appendix 1 also identifies, if applicable, any mixed-finance properties that contain public housing ACC units that are to be included in the PNA.

1.5. The results of the PNA and EA will provide HACE with data to make both long- and short-term strategic decisions on its physical inventory and assist in obtaining financing.

2. Physical Needs Assessment (PNA) Scope of Work/Technical Specifications

The HACE is seeking proposals from qualified and licensed entities to provide the following detailed services:

2.1. General Requirements: *In accordance with the PNA User Guide, and the Public Housing and Modernization Standards Handbook 7485.2.* The Energy Audit and PNA will be conducted in accordance with 24 CFR 905.300, 24 CFR Part 965.302, and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock based upon a representative sample selection of buildings, units, common areas, and other HACE physical facilities. The assessment will identify energy conservation measures and the cost-savings that result from implementing the measures, thereby reducing operating costs. All identified physical improvements will meet or exceed HUD mandatory standards, and those established by local and state health, safety, and building codes. At a minimum, the goal of the PNA is to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with “as-built,” to the degree reasonably possible based on available components and building age. The effort should provide the HACE with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements.

2.1.1. Generally, identify deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.

2.1.2. Perform interviews and review existing property documentation with knowledgeable HACE staff, including building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (REAC) scores of each development.

2.1.3. Identify all development components that will be part of the assessment.

2.1.4. Establish a methodology that will sample multiple like-kind buildings, and common areas such as lobbies, corridors, and community facilities.

2.1.5. Establish a plan to inspect the following:

- 10 percent of apartment interiors.
- 10 percent of scattered site units.
- 100 percent of common areas.

The HUD PNA tool provides a general list of potential components to be assessed. Generally, components to be assessed are those for which replacement represents a significant capital cost eligible for funding from the HUD Capital Fund grant received by the PHA. The HUD list is not all inclusive and may not include significant components that will need assessment.

2.1.6. Perform walkthrough assessment/inspections of each development and other HACE properties to ascertain the condition of the property; **immediate** critical and non-critical needs; general code compliance; expected repair, replacement, and major refurbishment needs; and total estimated cost to complete such items. The assessor will record the data on the HUD PNA approved data collection forms for the following: site, building exterior, building systems, unit, and common areas.

2.1.7. Identify work necessary to comply with federal, state, and local requirements and codes, such as elimination of asbestos/lead and new energy code compliance.

2.1.8. The assessor will provide and record an estimate of Expected Useful Life (EUL) for each individual component and will provide a source for EUL in general.

2.1.9. The assessor will provide and record a replacement unit cost for each individual component and for a total of those components. (E.g., per window and per window times all similar windows.)

2.1.10. Identify work items needed and costs for implementation to make selected units accessible and usable by the handicapped as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or Americans with Disabilities Act (ADA) requirements will be inspected to ensure that the components are functioning according to their purpose. *(Note: A regulatory compliance review is not required for these units or areas; only a functionality and EUL assessment is needed.)*

2.1.11. Identify energy conservation measures and review energy audit reports to incorporate energy audit recommendations into the PNA. Evaluate options for increased energy efficiency.

2.1.12. The intent of the assessment is to perform a full evaluation based on visual observation of accessible areas. The assessor is not expected to perform destructive or forensic testing (opening wall cavities, cutting pipes, etc.) or to enter confined spaces. No destructive testing is to take place without prior written approval of the housing authority.

2.1.13. Any deficiencies identified that could have an impact on health and safety will be brought to the attention of the HACE immediately by written and verbal notification as a matter of ensuring the safety of residents and housing authority personnel.

2.1.14. The selected Contractor will develop a Comprehensive Costing Library. Professional/certified cost estimating utilizing "R.S. Means" construction costing is preferred. Building a comprehensive cost and EUL component library is vital to using the HUD PNA Tool. The comprehensive cost and EUL component library must contain descriptions and reference information.

2.1.15. Provide a detailed report for the HACE development that details the assessment data. The selected Contractor will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. *General work category (e.g., Kitchens, Bedrooms) costing without specific work item costing is unacceptable.* Provide individual cost tables and digital photographs to document notable conditions at each property. The Contractor

shall show a line-item prioritization. The work shall include a review of any prior plans, recommendations, and a detailed report on items completed in the interim. The major part of the work consists of a thorough assessment of noted property, leading to a prioritized list of recommended improvements, plus a detailed physical database. Included is the identification of work that may be recommended to improve long-term viability, such as change in physical configurations, comprehensive revitalization with total demolition, and/or disposition. All data will be entered into the HUD PNA tool, sufficient to produce a 20-year cost projection of needs for each capital component.

2.1.16. The PNA will require the use of a HUD tool that can be found at the following HUD website address: <https://www.hud.gov/hud-partners/multifamily-cna>

The work performed by the Contractor under this solicitation must be in compliance with the proposed regulations as known at the time of this solicitation. Contractors shall ensure that data collected under this solicitation include all information required under the proposed rule and are sufficient to enter into the PNA tool. The Contractor shall include in its price all costs to complete the HUD PNA tool, as required. This rule revises HUD's energy audit requirements applicable to the Public Housing program for the purpose of clarifying such requirements, as well as identifying energy-efficient measures that need to be addressed in the audit and procedures for improved coordination with physical needs assessments.

2.2. Phases of Work: Work shall consist of three phases:

2.2.1. Pre-Assessment—focuses primarily on preparing for the assessment, as well as collecting and recording development data and utilizing architectural plan measurements and count data.

2.2.2. Assessment—focuses on helping you to identify all building components, including quantities of each present component; establish remaining useful life (RUL); and determine eligibility and cost of component refurbishment or replacement.

2.2.3. Post-Assessment—focuses on establishing industry-standard parallels through collection, review, data input, and report production.

2.3. Steps of Work: The steps involved include, but are not limited to:

2.3.1. Develop a detailed survey scope and survey methodology, pertinent to the collection of all assessment data and the information required to develop the database.

2.3.2. Survey existing physical conditions at the development, including but not limited to: the roofs, envelopes, windows, landscaping, streets/parking areas, sidewalks, etc.; the building interiors, including all finishes, fixtures, materials, and equipment; all common areas, including halls, lobbies, stairwells, etc.; crawl spaces, utility tunnels, etc.; and all mechanical, electrical, plumbing, and air conditioning systems, etc.

2.3.3. Interview resident representatives and maintenance and management staff; collect and record all relevant data.

2.3.4. Based on information gathered in the steps above, analyze the condition of all systems and components at the development and identify all capital improvements or modernization necessary.

2.3.5. Provide cost estimates for each item of recommended improvement, including units and unit prices where applicable.

2.3.6. Employ quantitative units in building the database wherever possible.

2.3.7. Review the HACE's most recently available PNA to verify which items were completed and which items remain to be completed.

2.3.8. Prioritize each work item. There should be at least five (5) categories of priority, ranging from emergency, through urgent, to long-range.

2.3.9. To allow for future updates and modifications by the housing authority, the Contractor shall provide the entire plan in an electronic database format to facilitate the future updating of the facilities condition evaluations.

2.4. PNA Report: Upon completion of the inspections, the selected Contractor will provide a report to the HACE in narrative and spreadsheet forms that meets the HACE requirements, in both paper and electronic format. This requirement also includes the XML report to be generated from the PNA tool for submission to HUD. The draft report will contain the PNA results, including ECMs from energy audits, and will be submitted to HACE for review and comments.

The report of the PNA shall include:

2.4.1. An introductory background section, summarizing the prior PNA and history; the past capital improvements; the assessment procedures, assumptions, and methods; the prioritizing system and approach; the cost-estimating methods and assumptions; and an explanation of and reference to the cost-estimating guide proposed.

2.4.2. A separate HUD Form 52828, Physical Needs Assessment, for each asset management property/development assessed. Attach to each report 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. Include a section for the development that gives general information and descriptions of the development.

2.4.3. A listing of each issue of deficiency, by priority, giving at a minimum the system (HVAC, site, unit interior, etc.), a brief description of the problem, a brief recommendation, and a cost estimate.

2.4.4. An attachment that includes an overall listing of the recommended work items by priority, a copy of the survey form, and a listing of all the systems, components and subcomponents, and entry codes used in the database.

2.4.5. An Executive Summary summarizing major findings and recommendations plus any other major issues, including any repair items that immediately impact health and safety such as code violations; regulatory compliance issues such as relocation planning, asbestos-containing materials, lead-based paint, and environmental issues; or systematic problems. Also describe any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.

3. Energy Audit Scope of Work/Technical Specifications

Pursuant to 24 CFR 965.302, HACE is required to complete an energy audit for each HACE-owned project under management not less than once every 5 years.

3.1. General Requirements: The Energy Audit will be conducted in accordance with 24 CFR Part 965 and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock on the basis of a physical inspection of a representative sample. (Note: The Contractor will be expected to inspect a sample size comparable to that for the PNA described above; the inspected areas for purposes of the energy audit may be, but are not required to be, the same as those

inspected for the PNA.) The assessment will identify water and energy conservation measures and the cost-savings that result from implementing the measures. All identified physical improvements will meet or exceed HUD mandatory standards and those established by local and state health, safety, and building codes. The Contractor shall enter the data into the PNA tool for each ECM considered sufficient to include the ECM as an alternate item on the cost projection and to calculate a simple payback for each considered ECM. Data fields required for each ECM are the general specification of the ECM, its cost, its estimated useful life, its estimated annual water/energy consumption, the utility rate applicable to the ECM, and the water/energy consumption of the component to be replaced by the ECM if applicable.

3.2. Scope of Services: Pursuant to 24 CFR 965.302, the HACE is required not less than once every 5 years to conduct an energy audit. Specifically, the noted CFR states that each PHA:

“shall complete an energy audit for each PHA-owned project under management, not less than once every five years. Standards for energy audits shall be equivalent to State standards for energy audits. Energy audits shall analyze all of the energy conservation measures, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the PHA.”

The Contractor shall perform an energy audit comparable to the standard established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Level II.

3.2.1. The objectives of the audits are to identify energy conservation measures (ECMs), to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the measures. Additionally, the audit should identify any compliance, health, or safety issues related to energy improvements. Each development will require conduct of a non-investment-grade energy audit and a report. HUD has published a proposed energy audit rule in the Federal Register (Public Housing Energy Audits, dated 11/17/2011) that provides standards that the Contractor shall use in the conduct of the energy audit. The Contractor shall also comply with The Public Housing Modernization Standards Handbook, 7485.2 REV-1, dated February 4, 1985, and with the HUD [Energy Conservation for Housing-A Workbook](#), January 1998.

3.3. The selected Contractor shall conduct an energy audit for each measure. The following items are specifically included:

3.3.1. The Contractor shall analyze the utility bills (natural gas, electricity & public utilities) provided by the PHA for the three (3) most recent years for all common areas (PHA paid) and units (to the extent available). The analysis shall identify trends of consumption against a benchmark(s) to support the Contractor’s prioritization recommendations for actions such as implementing ECMs, maintenance activities, and/or resident education.

3.3.2. The energy walkthrough survey must include Core ECMs, which have a proven track record at reducing energy and water consumption. The Core ECMs include items related to building envelopes (e.g., insulation); heating, cooling, and other mechanical systems; water conservation; power, lighting systems, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR).

3.3.3. Review of all available building plans, specifications, product literature, and test and balance data to quantify building and equipment design criteria, parameters, and sizes. The review should also include architectural, mechanical, and electrical drawings and specifications for housing developments, administrative offices, and other buildings and identify whether any energy conservation measures, or energy-saving equipment is in use.

3.3.4. Collection of climatological data for the local area, to correlate energy usage to weather conditions.

3.3.5. Interviews of selected property, maintenance, and modernization personnel and residents to determine problem areas and concerns.

3.4. Advanced ECMs, which include advance, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-generating technologies, and renewable energy systems (solar, geothermal), may be considered for supplemental feasibility study outside the scope of this contract.

3.5. Report Documentation or Report Preparation: The Contractor shall develop a comprehensive Energy Audit Report for each housing development and submit to the HACE. This report shall contain:

3.5.1. A summary of energy conservation measures studied and those recommended for implementation, by development.

3.5.2. A detailed description of each energy conservation measure, the cost to implement, the estimated annual savings that must result, and the average simple payback.

3.5.3. All energy-savings opportunities ranked according to their payback, by Project, starting with the quickest and ending with the longest payback.

3.5.4. Recommendations as to the order in which the recommended energy-savings opportunities should be implemented in order to provide the HACE with a master plan of action.

3.5.5. Presentation of the interrelationships of the various energy conservation measures in a project so that the HACE understands the impact that implementing each measure has upon the other proposed measures.

3.5.6. All backup engineering calculations, so that the Energy Audit Report can be readily updated each year to reflect changes in the cost of energy or the cost to implement the energy-savings measures.

4. Deliverables and Timeframe

4.1. The Contractor shall deliver the following, not later than 120 days from the effective date of the contract:

4.1.1. A briefing, at a time, date, and place determined by HACE, reflecting an overview of the Contractor's findings based on the completed PNA and EA. At a minimum, the Contractor shall address the overall condition of each project listed in Appendix 1 and review the HUD PNA report to be submitted to HUD.

4.1.2. A full, bound hard copy of the results of the PNA and EA. This includes a separate report prepared for each development that includes a discussion of all building systems, photographs of representative interiors and systems, and a table showing immediate repairs and life-cycle component replacement.

4.1.3. A copy of the PNA tool with all of the HACE PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.

4.1.4. A demonstration of technical assistance to HACE staff regarding submission of the required reports to HUD, including the PNA and future annual updates. The Contractor shall provide no less than 2 hours of training to PHA staff to instruct them in the use of the PNA tool for ongoing management and annual updating.

4.1.5. This shall include the preparation of the initial XML submission (generated within the tool) and detailed instructions for how the PHA shall submit it to HUD, in accordance with HUD requirements at the time the submission is due. The Contractor shall also provide instructions or references to the procedure for applying annual updates for submission to HUD.

4.1.6. The Contractor will continue to provide HACE staff with technical assistance until they are able to successfully submit the completed PNA file, which must be validated by HUD as a successful submission.

Two (2) hard copies of each aforementioned item shall be submitted, as well as one (1) electronic copy submitted in either MS Excel or MS Word format on a “flash” or “thumbnail” drive. These documents/devices shall be the sole property of the HACE. The Contractor shall not provide the documents produced for HACE under this contract to any other party unless approved in writing by the Contracting Officer.

4.2. Time Completion Plan/Schedule (TCP/S): Offerors shall establish in the TCP/S the schedules/milestones shown below for the deliverables identified. In developing the schedule of milestones, the Contractor shall provide for thirty (30) calendar days for the HOUSING AUTHORITY CITY OF ELKHART to review, coordinate, and comment on draft deliverables.

Deliverables	Timeframes/Milestones
Physical Needs Assessment (PNA) – Draft Version	Within ninety (90) days after the effective date of the Notice To Proceed (NTP)
Energy Audit – Draft Version	Within ninety (90) days after the effective date of the NTP
Physical Needs Assessment (PNA) – Final Version	Within thirty (30) days after receipt of comments on the “Draft Version” of the PNA
Energy Audit – Final Version	Within thirty (30) days after receipt of comments on the “Draft Version” of the Energy Audit

4.3. All reports are to be sent to:

HOUSING AUTHORITY CITY OF ELKHART
Attn: Erik Mathavan, Dir. Comprehensive Improvements
1396 Benham Ave.
Elkhart, IN 46516
Erik.mathavan@ehai.org

Part III. Qualifications

In order to be considered qualified to perform the services under the Scope of Work, contractors performing the PNA/EA must have the following qualifications:

PNA:

1. State and local license as required.
2. At least 5 years of experience performing physical property inspections and cost estimations for PHAs; demonstrated knowledge of applicable multifamily building standards and codes; demonstrated knowledge of energy-efficiency practices; and a working knowledge of commonly used computer technology (MS Excel, Access, etc.).

EA:

1. State and/or local license as required.
2. Basic knowledge and experience to produce a useful and reliable energy audit.
3. Certification ("energy auditor," "certified energy auditor," "certified energy manager," "HERS Rater") from a state or national energy auditing certifying agency. Acceptable certifications include those provided by the American Association of Energy Auditors (AEE), the Building Performance Institute (BPI), and the Residential Energy Services Network (RESNET).

Insurance Requirements:

The Contractor must demonstrate Worker's Compensation Insurance and at least \$1,000,000 separately for both casualty and professional liability insurance.

Part IV. Proposal Submission

Proposals should be submitted in the following format, with Tabs separating each section:

1. **Letter of Transmittal.** A transmittal letter signed by the Contractor authorized to submit the proposal and to make commitments on behalf of the company.
2. **Table of Contents.** A table of contents shall be provided that lists each section of the proposal as required by Part IV of this RFP.
3. **Organization History.** Give a brief description of the firm and its history.
4. **Qualifications.** A description of the firm's qualifications to perform the PNA and/or EA.
5. **Experience.** Provide a list of the organizations for which the Contractor has performed relevant work, going back at least 5 years. Particular emphasis should be on contracts with public housing agencies and performance of physical needs assessments and energy audits for properties of similar character to those of the subject PHA.
6. **Staffing.** Provide a list of staff members who will work on this contract, including principals and staff-level personnel, along with qualifications of each.
7. **Evaluation Criteria.** Provide information addressing each of the evaluation criteria.
8. **Pricing.** Provide pricing separately for the PNA, the EA, and Total Costs for providing the services covered by this RFP. Show each staff member, hours proposed, and hourly rates (fully loaded). Also show material and other costs, including travel, general, administrative, overhead, and profit.
9. **References.** Provide a list of clients, including the organization name, contact person, telephone number, and address as well as brief descriptions of the scope of work. (No fewer than three references and no more than five).
10. **Other.** Evidence of coverage as required under Part III and any other information the Contractor or HACE deems relevant and would like HACE to consider.

Part V. Evaluation and Selection

Basis for award. The contract will be awarded to the firm whose proposal is determined by HACE to be the most advantageous to the Authority, with price and other technical factors considered.

Technical factors include:

1. Experience. Firm's experience in performing physical needs assessments and/or energy audits. Emphasis should be placed on experience with public housing agencies, performing physical needs assessments and energy audits.
2. Qualifications. Identify the qualifications of the principals and staff performing work. Staff members performing the PNA or the EA must meet the qualifications listed under Part III.
3. Approach/Work Plan. Firms must identify how they plan to undertake the activities under the Scope of Services provided in Part II, and the proposed timeline.
4. Section 3
 - Firms must provide documentation if submitting under a status of a Section 3 business concern - <https://www.ehai.org/business-concern-certification---section-3.html>

Relative weight of technical evaluation factors:

<u>Factors</u>	<u>Points</u>
1. Experience.	30
2. Qualifications.	20
3. Approach/Work Plan.	20
4. Section 3	10
5. Pricing.	20
Total Points	100

Price will be considered in conjunction with technical factors by the HACE to determine the proposal that is most advantageous and offers the best value to HACE.

Part VI. Other Relevant Information

The contract executed pursuant to this RFP is deemed to include:

1. The specific contract document provided by HACE.
2. This RFP in its entirety.
3. Required HUD forms:
 - Form HUD-5369-A, Instructions to Offerors – Non-Construction, is included in Appendix 2 and is part of this RFP. It is the Contractor's responsibility to carefully review the provisions.
 - Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section I, is deemed to be a part of this RFP and the contract awarded under this RFP. The Contractor is expected to fully comply with this contract form.

The term of this contract is 120 days. There are no option periods.

The Contractor is expected to provide all labor and materials necessary to accomplish the Scope of Services contained in Part II of this RFP.

The Contractor will be paid upon completion of the contract and satisfaction of all contract and deliverable requirements contained in Part II, Section 4, of this RFP.

Appendix 1: List of Properties Covered by the RFP

IN026000001 – Rosedale High-rise

501 W. Indiana Avenue

6 story, 102-unit high-rise constructed in 1966

IN026000002 – Washington Gardens

315 Chapman Avenue (location of community building)

198-unit, family site consisting of 48 buildings with 7 different building types constructed in 1972

IN026000003 – Waterfall High-rise

303 Waterfall Drive

10 story, 127-unit high-rise constructed in 1970

IN026000004 – Scattered Sites

1 Malcolm Drive (location of community building)

98-unit, family site consisting of 83 buildings with 5 different building types constructed in 1975

IN026000007 – Riverside Terrace High-rise

181 N. Elkhart Avenue

7 story, 147-unit high-rise constructed in 1981

Appendix 2: Form HUD 5369-B. Instructions to Offerors – Non-Construction

Available for review at

<http://portal.hud.gov/hudportal/documents/huddoc?id=5369-b.pdf>

Appendix 3: Form HUD 5370-C. General Conditions for Non-Construction Contracts,
Section I

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/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

Appendix 4: Cost Proposal

The contractor shall propose a firm fixed fee for all work performed under this RFP. The fee will be broken down to reflect the fee for the PNA, Energy Audit, and total fee as reflected herein. The fee breakdown shall be inclusive of all costs, including but not limited to labor, material, supplies, and other costs. The fee shall be broken down by the component parts as follows:

PART A

PNA.

Total Cost:

Energy Audit.

Total Cost:

Grand Total.

Total Cost:

Firm/Company Name:

Firm's Authorized Representative:

Signature:

PART B – PNA Cost Proposal

A. Labor. Provide a breakdown for each position and for all positions combined.

<u>Position</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
------------------------	---------------------------	-------------------------------	---------------------

B. Direct Costs. Direct costs are costs that can be identified specifically with a project and therefore are charged to that project.

Cost Element

Materials.	<u>Total:</u>	
Travel.	<u>Total:</u>	
Misc. Expenses.	<u>Total:</u>	
Total Direct Costs.		<u>Total:</u>

C. Indirect Costs, if applicable. Indirect costs are costs incurred for common or joint objectives and therefore cannot be readily and specifically identified with a particular direct project or activity.

Cost Element

Labor.	<u>Total:</u>	
Non-labor.	<u>Total:</u>	
Total Indirect Costs.		<u>Total:</u>

D. Subtotal. Subtotal of all labor, direct and indirect costs.

Subtotal

E. General, Administrative and Overhead. State the percentage and total costs.

<u>General</u>	<u>Total:</u>	
<u>Administrative</u>	<u>Total:</u>	
<u>Overhead</u>	<u>Total:</u>	
<u>Total</u>		<u>Total:</u>

F. Profit. State the percentage and total cost.

<u>Percentage</u>	<u>Total:</u>
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G. Total PNA Cost Proposed.	<u>Total:</u>
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PART C – Energy Audit Cost Proposal

A. Labor. Provide a breakdown for each position and for all positions combined.

<u>Position</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
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B. Direct Costs. Direct costs are costs that can be identified specifically with a project and therefore are charged to that project.

Cost Element

Materials.	<u>Total:</u>	
Travel.	<u>Total:</u>	
Misc. Expenses.	<u>Total:</u>	
Total Direct Costs.		<u>Total:</u>

C. Indirect Costs, if applicable. Indirect costs are costs incurred for common or joint objectives and therefore cannot be readily and specifically identified with a particular direct project or activity.

Cost Element

Labor.	<u>Total:</u>	
Non-labor.	<u>Total:</u>	
Total Indirect Costs.		<u>Total:</u>

D. Subtotal. Subtotal of all labor, direct and indirect costs.

Subtotal

E. General, Administrative and Overhead. State the percentage and total costs.

<u>General</u>	<u>Total:</u>	
<u>Administrative</u>	<u>Total:</u>	
<u>Overhead</u>	<u>Total:</u>	
<u>Total</u>		<u>Total:</u>

F. Profit. State the percentage and total cost.

<u>Percentage</u>	<u>Total:</u>
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G. Total Energy Audit Cost Proposed.	<u>Total:</u>
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Appendix 5: Section 3 Certification

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified
Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section
3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- | | |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____