
Harrietstown Housing Authority

Request for Proposals

- Physical Needs Assessment
- Detailed Plumbing Assessment
- Specifications / Plans - Plumbing Upgrades

March 1, 2024

Sarah A. Clarkin, PHM
Executive Director
Harrietstown Housing Authority

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**Harrietstown Housing Authority
14 Kiwassa Road, Suite 1
Saranac Lake, NY 12983
Telephone: 518-891-3050 / Fax: 518-891-3630**

PUBLIC NOTICE

REQUEST FOR PROPOSALS
PHYSICAL NEEDS ASSESSMENT
DETAILED PLUMBING ASSESSMENT
SPECIFICATIONS/PLANS – PLUMBING UPGRADES

The Harrietstown Housing Authority in Saranac Lake, NY is accepting proposals from qualified firms to (1) develop a Physical Needs Assessment (PNA) for the Lake Flower and Algonquin properties; (2) undertake a comprehensive and detailed assessment of plumbing at the Lake Flower property, develop cost estimate of needed upgrades; and (3) develop specifications and plans for needed plumbing upgrades.

The Request for Proposals and relevant associated materials are available at www.harrietstownha.org and upon request at 518-891-3050 ext. 107. WMBEs and Section 3 businesses are encouraged to submit proposals.

Proposals are due no later than 3:00 PM, Wednesday, April 3, 2024 in the Housing Authority Office at 14 Kiwassa Road, Suite 1, Saranac Lake, NY 12983, attention Sarah A. Clarkin, or at sclarkin@harrietstownha.org.

For more information, call the number above.

Solicitation Number 240301001

Part I. Introduction

The Harrietstown Housing Authority (Housing Authority) in Saranac Lake, Franklin County, New York, is a quasi-governmental entity created under the laws of the State of New York. Its mission is to provide decent, safe, and sanitary housing for low-income families.

The Housing Authority receives operating and capital funding from the U.S. Department of Housing and Urban Development (HUD) and is overseen by this federal agency.

HUD encourages public housing authorities to undertake a Physical Needs Assessment (PNA) once every 5 years. HUD's PNA tool software, also known as the "PNA tool," and user guide are available from the HUD Capital Fund web page:

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

This RFP requires that the selected Contractor follow the PNA protocol, use the PNA tool in the conduct of the PNA, prepare the data by generation of the XML file in the tool, and provide the Housing Authority with a written report and the completed PNA tool. During setup of the tool, the selected Contractor must work with the Housing Authority to request and receive the PIC data import necessary to begin using the PNA tool.

The PNA is for the Housing Authority's two properties known as Lake Flower and Algonquin. The Lake Flower Apartments are located at 14 Kiwassa Road, Saranac Lake. The Algonquin Apartments are located at 240 George LaPan Memorial Highway, Saranac Lake.

The consultant will also undertake a comprehensive and detailed assessment of the Lake Flower Apartments' fifty-plus year-old plumbing, including cost estimate for needed upgrades; and, development specifications and plans for needed plumbing upgrades, which shall include a tenant and staff relocation plan, if warranted.

Proposals are due no later than 3:00 PM, Wednesday, April 3, 2024 in the Housing Authority Office at 14 Kiwassa Road, Suite 1, Saranac Lake, NY 12983, attention Sarah A. Clarkin, or at sclarkin@harrietstownha.org.

The Housing Authority is the subrecipient of a NYS Community Development Block Grant (CDBG) - Community Planning award to undertake the work that is the subject of this RFP.

All proposals' pricing shall remain valid through April 30, 2024.

To arrange a site visit, contact David Siegrist, Facilities Manager, at 518-891-3050 ext. 103 or dsiegrist@harrietstownha.org.

Part II. Scope of Services

1. Overview

The Housing Authority requests proposals from qualified and licensed firms and individuals to perform the following:

1.1. Physical Needs Assessment (PNA)

1.1.1. The PNA shall be in accordance with HUD guidance, the HUD PNA software (“tool”), forms, and user guide.

1.1.2. The PNA will reflect 113 units across two projects as identified in Appendix 1 of this RFP. The projects in Appendix 1 that are the subject of the PNA are to include both dwelling and non-dwelling spaces and buildings as well as roads and parking areas contained within each project.

1.1.3. Appendix 1 contains a list of all properties, with date of construction, total number of units, and a listing of other community facilities to be included in the assessment.

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

1.2. Comprehensive and Detailed Assessment of Plumbing – Lake Flower Property

1.2.1. The Lake Flower property, which includes both residential units and the Housing Authority’s offices, was completed in 1974.

1.2.2. In recent years, both domestic water and wastewater systems have experienced leaks and breaks of varying severity.

1.2.3. A comprehensive and detailed assessment of both domestic water and wastewater systems is needed to identify needed upgrades that will ensure systems’ relative carefree operation for the next twenty years. Plans, dated 1972, for both systems are available on the Housing Authority website’s RFPs and RFQs page. These plans lack details on domestic water piping. Wastewater information includes some detail as to pipe sizing and layout. A cost estimate of needed upgrades is also needed.

1.3. Plumbing Upgrades – Specifications and Plans

1.3.1. With the findings of the comprehensive and detailed assessment, and discussion with Housing Authority staff and its A/E firm, specifications and plans to upgrade domestic water and/or wastewater systems will be developed.

2. Technical Specifications – PNA – Lake Flower and Algonquin Properties

2.1. General Requirements: The PNA will be developed in accordance with the PNA User Guide and the Public Housing and Modernization Standards Handbook 7485.2. 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 Housing

Authority 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 Housing Authority with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes.

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 Housing Authority staff, including building plans, building histories, prior assessments (2015), 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 at each project.
- 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 project 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 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 to incorporate 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 Housing Authority 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 report for the Housing Authority that details the assessment data for each project. 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 each 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:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool.

The work performed by the Contractor under this solicitation must be in compliance with HUD guidance. Contractors shall ensure that data collected are sufficient to enter into the PNA tool. The Contractor shall include in its price all costs to complete the HUD PNA tool.

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 identification of 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 Housing Authority's most recent 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 Draft Report: Upon completion of the inspections, the selected Contractor will provide a draft report (three hard copies and electronic files) to the Housing Authority in narrative and spreadsheet forms that meets stated requirements.

The draft 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 property 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; 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.

2.5. PNA Final Report: Following the Housing Authority's review of the PNA Draft Report, the Consultant shall meet with the Housing Authority staff to discuss and answer questions. Based upon review and discussion of the draft, the Final PNA Report shall be prepared/provided (two hard copies and electronic files).

3. Technical Specifications – Comprehensive and Detailed Plumbing Assessment – Lake Flower Property

3.1. Intent. This comprehensive and detailed assessment is intended to identify upgrades needed to bring the systems back to a level comparable with "as-built," to the degree reasonably possible based on available components and building age.

3.2. Current Conditions. The Lake Flower highrise was completed in 1974. The system's design is by vertical risers, i.e., A units are on one system; B units are on one system, etc. Plans, dated 1972, are available on the Housing Authority website's RFPs and RFQs page. These plans lack details on domestic water piping. Wastewater information includes some detail as to pipe sizing and layout.

3.3. Extent of Assessment. The assessment shall evaluate all lines beginning at the points of connection with municipal systems.

3.4. Domestic Water System. There are hot water and cold water lines.

3.4.1. Lines. Most lines are copper.

3.4.2. Design. Design is typical for highrise public housing structures of the period.

3.5. Wastewater System. Wastewater lines drain kitchen sinks, toilets, showers, bathroom sinks, and clothes washing machines.

3.5.1. Lines. To the best of the Housing Authority's knowledge, most pipes are cast iron. There are some chrome-plated copper lines under bathroom sinks that transition to cast iron in walls. There is also some galvanized drain piping.

3.5.2. Design. Design is typical for highrise public housing structures of the period.

3.6. Steps of Work

3.6.1. Building off the general approach set forth in response to the RFP, prepare a comprehensive and detailed plan to assess domestic water and wastewater systems including but not limited to the selection of assessment locations; testing protocol; identification of physical/structural impacts and their repair; impacts to residents/staff and their mitigation; and, timeline of assessment.

3.6.2. A draft plan will be presented and discussed with the Housing Authority's Executive Director and Facilities Manager.

3.6.3. Following the Housing Authority's approval of a final, undertake the assessment.

3.6.4. Assessment shall include but not be limited to schematics detailing the domestic water and wastewater systems from the points of connection with municipal systems; detailed description of existing conditions of each system, sites/areas where upgrades are needed; the details of needed upgrades; and estimated cost of undertaking said upgrades. References to specific locations shall be made in all instances. Where possible, photographs will be provided. All recommendations shall comply with all federal, state, and local codes and other requirements.

3.6.5. Present draft written report and engineering drawings to Housing Authority's Executive Director, Facilities Manager, and the Housing Authority's A/E firm.

3.6.6. Following the Housing Authority's review of said draft, the Contractor shall meet with Housing Authority staff to discuss and answer questions.

3.6.7. Based upon review and discussion of the draft, final assessment shall be provided.

4. Technical Specifications – Specifications and Plans for Plumbing Upgrades

4.1. Intent. Prepared specifications and plan shall enable the Housing Authority to go out to bid for implementation of upgrades with confidence that received bids closely resemble cost estimates provided.

4.2. Steps of Work

4.2.1. Utilizing the Comprehensive and Detailed Plumbing Assessment – Lake Flower Property, the Contractor shall prepare plan specifications that include but are not limited to

4.2.1.1. All engineering drawings, complete with all relevant notes, providing details for upgrades to domestic water and wastewater systems

4.2.1.2. If warranted, a relocation plan for residents and staff. Said plan, at a minimum, shall detail exact spaces needing to be vacated; period of time for which said spaces will need to be vacated; viable options for relocation; and the sequence of needed vacancies

4.2.1.3. Schedule/timeline for the project

4.2.1.4. Itemized cost estimates for each facet of the project

4.2.2. Present draft specifications and plan to Housing Authority's Executive Director, Facilities Manager, and the Housing Authority's A/E firm.

4.2.3. Following the Housing Authority's review of said draft, the Contractor shall meet with Housing Authority staff to discuss and answer questions.

4.2.4. Based upon review and discussion of the draft, final specifications and plan shall be prepared and provided.

5. Deliverables and Timeframes

5.1. PNA Draft and Final Reports

5.1.1. Three full, bound hard copies of the results of the PNA. 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.

5.1.2. Three copies of the PNA tool with all Housing Authority PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.

5.1.3. Technical Assistance. No less than 2 hours of training to PHA staff in the use of the PNA tool for ongoing management and annual updating.

5.1.4. Three hard copies of the PNA and PNA tool as well as one (1) electronic copy submitted in either MS Excel or MS Word format on a flash drive. These documents/devices shall be the sole

property of the Housing Authority. The Contractor shall not provide the documents produced for the Housing Authority under this contract to any other party unless approved in writing by the Housing Authority's Executive Director.

5.2. Draft and Final Detailed Plumbing Assessment – Lake Flower Property

5.2.1. Three hard copies and electronic files of all narratives and plans/schematics.

5.3. Plan Specifications and Plan – Plumbing Upgrades – Lake Flower Property

5.3.1. Three hard copies and electronic files of all narratives and plans/schematics.

5.4. 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 twenty (20) calendar days for the Housing Authority to review, coordinate, and comment on draft deliverables.

Item	Approximate Schedule
Notice to Proceed	Day 0
Draft Physical Needs Assessment to Housing Authority	Day 60
Discussion of Draft with Housing Authority	Day 80
Final Physical Needs Assessment to Housing Authority	Day 100
Draft Detailed Plumbing Assessment to Housing Authority	Day 130
Discussion of Draft with Housing Authority	Day 150
Final Detailed Plumbing Assessment to Housing Authority	Day 170
Draft Plumbing Upgrade Specifications and Plan to Housing Authority	Day 200
Discussion of Draft with Housing Authority	Day 220
Final Plumbing Upgrade Specifications and Plan to Housing Authority	Day 240

Part III. Qualifications

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

1. State and local licenses;
2. At least five years of experience performing physical needs assessments for public housing authorities in New York State;

3. Demonstrated knowledge of applicable multifamily building standards and codes;
4. Demonstrated knowledge of energy-efficiency practices;
5. Demonstrated experience in domestic water and wastewater systems in high rise multi-family structures; their inspection, assessment, and design.
6. Working knowledge of computer technology and systems.

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 are due no later than 3:00 PM, Wednesday, April 3, 2024 in the Housing Authority Office at 14 Kiwassa Road, Suite 1, Saranac Lake, NY 12983, attention Sarah A. Clarkin, or at sclarkin@harrietstownha.org.

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 make commitments on behalf of the company.
2. **Table of Contents.** A table of contents listing each section of the proposal as required by Part IV of this RFP.
3. **Organization History.** A brief description of the firm and its history. This shall include any subcontractors.
4. **Qualifications.** A description of the firm's qualifications to perform the work set forth in this RFP. This shall include any subcontractors.
5. **Experience.** A list of the organizations for which the Contractor has performed relevant work in the past five years. Particular emphasis should be on contracts with public housing agencies and performance of work as described in this RFP.
6. **General Approach to Undertaking Assessment of Plumbing.** A description of the general approach to assess the domestic water and wastewater systems. Please include protocol to determine condition of all types of pipes/lines; type(s) of invasive work anticipated; remediation of invasive work; and anticipated impacts to residents/staff.
7. **Staffing.** A list of staff who will work on this contract, including principals and staff-level personnel, along with qualifications of each.
8. **Pricing.** Provide pricing separately for the PNA, the Plumbing Assessment and Plan Specifications. The form provided in Appendix 4 must be used.

9. **WMBE / Section 3.** Certification of being a Section 3 business and/or Women-Owned or Minority-Owned Business Enterprise.
10. **References.** A list of a minimum of three clients, including the organization name, contact person, telephone number, and address as well as brief descriptions of the scope of work.
11. **Insurance.** Evidence of coverage as required under Part III of this RFP.
12. **Certification.** Certification that the organization, individual or firm is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

Part V. RFP Clauses

1. **Subject to Other Documents.** The contract is subject to the terms and conditions of the State of New York as they exist at the time the agreement is signed. Additionally, the contract is subject to terms and conditions in Form HUD-5369-B and Form HUD-5370-C, provided in appendices.
2. **Binding Effect.** The contract shall be binding upon and shall inure to the benefit of the successors and the assigns of the HHA, and to the heirs and personal representatives of the Contractor.
3. **Conflict of Interest.** The selected Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.
4. **Award of Contract.** The award shall be made to the responsible party whose proposal is most advantageous to the HHA, taking into consideration the evaluation factors set forth in this RFP.
5. **Envelope/Cover Page.** Proposal envelope and/or email cover page shall be clearly marked to indicate that a proposal is enclosed. Please identify at lower left hand corner of envelope or top of the email cover page, "PNA and Plumbing Assessment/Upgrade Proposal."
6. **Other Regulations.** The Contractor warrants adhering to civil rights, equal opportunity, fair housing, and Section 3 regulations.
7. **Responsibility.** It shall be the responsibility of the firm to see that the HHA receives its proposal by the date and time established. Proposals received after the time stated shall not be considered unless it is the only proposal received.
8. **Rejection of Proposals.** The HHA reserves the right to accept or reject any or all proposals that are deemed non-responsive. Further, the HHA reserves the right not to make any selection.

Part VI. Evaluation and Selection

Basis for award. The contract will be awarded to the firm whose proposal is determined 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, undertaking plumbing assessments, and developing specifications and plans for plumbing upgrades. Emphasis should be placed on experience with similar properties at public housing authorities.
2. **Qualifications.** The qualifications of the principals and staff performing work. Included is qualifications of any identified subcontractors. Staff members performing the PNA and plumbing-related work must meet the qualifications listed under Part III.
3. **Approach/Work Plan.** The plan to undertake the activities under the Scope of Services provided in Part II.
4. **Minority- and Women-Owned and Section 3 Businesses.** Documentation regarding status as either a minority- or woman-owned business concern and/or a Section 3 business concern.

Relative weight of technical evaluation factors:

<u>Factors</u>	<u>Points</u>
1. Experience	30
2. Qualifications	20
3. Approach/Work Plan	20
4. WMBE/Section 3	5
5. Pricing	25
Total Points	100

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

Part VII. Other Relevant Information

All proposals' pricing shall remain valid through April 30, 2024.

The Housing Authority is not under any obligation to award this project to any firm or sign any contract.

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

1. The specific contract document provided by the Housing Authority.
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 Contractor is expected to provide all labor and materials necessary to accomplish the Scope of Services contained in this RFP.

Upon satisfactory completion and on-time provision of all required deliverables, the Contractor will be paid upon completion of each of the three components of the contract, i.e., Physical Needs Assessment, Comprehensive and Detailed Assessment of Plumbing (Lake Flower only), and Plumbing Upgrades – Specifications and Plans (Lake Flower only).

Appendix 1**Properties Covered by the RFP****RESIDENTIAL USES**

Property Name	Bedroom Size							Total Units per Property	504 Bedroom Size							Total 504 Units per Property
	Studio	1	2	3	4	5	6		Studio	1	2	3	4	5	6	
Lake Flower	47	31	0	0	0	0	0	78	0	5	0	0	0	0	0	5
Algonquin	0	0	5	20	10	0	0	35	0	0	0	2	0	0	0	2
Total Units	47	31	5	20	10	0	0	113	0	5	0	2	0	0	0	7

OTHER USES (located in above developments)

Function	Number of Buildings Housing Use	Notes/Comments
Office/Administrative	2	Currently occurring only at Lake Flower.
Community/Multi-Purpose	2	
Maintenance/Warehouse	2	
Laundry/Special Purpose	2	At Lake Flower, this use occurs on all residential floors. At Algonquin, this use occurs in a non-residential building.

Appendix 2

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Appendix 3

HUD Form 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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) greater than \$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 thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () 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 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

Appendix 4
Cost Proposal

The contractor shall use this form to propose a firm fixed fee for all work performed under this RFP. The fee will be broken down to reflect each task, i.e., the Physical Needs Assessment, the Comprehensive and Detailed Plumbing Assessment, and the Specifications/Plans for Plumbing Upgrades. The fee shall include all costs, including but not limited to direct, indirect, and other.

As stated elsewhere in this RFP, pricing shall be valid through April 30, 2024.

_____ (name of proposer)

Physical Needs Assessment

\$ _____ (number)
_____ (written)

Comprehensive and Detailed Plumbing Assessment

\$ _____ (number)
_____ (written)

Specifications/Plans for Plumbing Upgrades

\$ _____ (number)
_____ (written)

Total

\$ _____ (number)
_____ (written)

Signature

Title

Date