

**REQUEST FOR PROPOSALS
PHYSICAL NEEDS ASSESSMENT
&
ENERGY AUDIT**



June 17, 2022

HOUSING AUTHORITY OF THE COUNTY OF LEBANON

P.O. Box 2005

CLEONA, PA 17042

Phone: 717-273-1630

TDD: 800-545-1833 ext 826

Email: dylons@lebanoncountyhousing.com



Bidder Registration Form

**STOP
EXTREMELY IMPORTANT**

Before proceeding further you **MUST** complete this form and return it via email to the Housing Authority at the email listed below. ALL vendors who obtain the Physical Needs Assessment and Energy Audit Solicitation **MUST** register with the Authority.

IF YOU DO NOT COMPLETE THIS FORM AND RETURN IT TO THE AUTHORITY YOUR BID WILL NOT BE CONSIDERED.

Company Name: _____

Company Address: _____

Contact Name: _____

Contact Telephone: _____ Contact Fax: _____

Contact Email: _____

RETURN THIS FORM BY EMAIL TO: dlyons@lcha.com

PLEASE REFERENCE “PNA REGISTRATION” in the subject line of your email.

Once this form is received by the Authority you will be added to the list of firms who have received the RFP and who are authorized to submit a bid for this solicitation. You will receive a return email from the Authority acknowledging receipt of your registration.

If you have any questions please contact the Authority staff member referenced in the solicitation.

FOR AUTHORITY USE ONLY

The Authority hereby acknowledges receipt of your registration for the above referenced solicitation.

Received for the Authority by: _____

Date Received: _____

REQUEST FOR PROPOSALS

The Housing Authority of the County of Lebanon will accept competitive sealed proposals for a qualified firm to perform a Physical Needs Assessment (PNA) and Energy Audit (EA) for 403 Public Housing dwellings in Lebanon, Pennsylvania. Firms submitting a proposal MUST have prior experience in performing the required work in other Public Housing developments and must be knowledgeable with all United States Department of Housing and Urban Development rules, regulations and procedures relevant to completion of a Public Housing PNA and EA.

Deadline to submit proposals is 4:00 pm on Tuesday, July 26, 2022 at the address listed below. RFPs can be obtained online at the Housing Authority's website, www.lebanoncountyhousing.com. All proposals should be sent to:

Housing Authority of the County of Lebanon
P.O. Box 2005, 137 West Penn Avenue
Cleona, PA 17042
Attention: Physical Needs Assessment

For information contact Dan Lyons at 717-274-1401 x 133 or by email dlyons@lcha.com. The Housing Authority of the County of Lebanon reserves the right to reject any and all proposals. The Housing Authority is an equal opportunity employer and contracting agency. Section 3 Business Concerns, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are encouraged to submit a proposal for this RFP. For more information on Section 3 and MBE/WBE Business Concerns, please see HUD's website at www.portal.hud.gov.

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1. GENERAL INFORMATION

1.1 RFP Introduction

The Lebanon County Housing Authority (LCHA) owns and manages 403 Public Housing rental units in Lebanon County, Pennsylvania. The Authority requires a systematic review of all of the major physical components of its properties to prepare a comprehensive Physical Needs Assessment (PNA) and Energy Audit (EA) of its portfolio. The results of the audits will provide reports with sufficient detail, supporting information, and expert insights so that the Authority can immediately prioritize projects for renovation and replacement and serve as a strategic planning and budgeting tool.

The Authority expects that the PNA and EA will provide an evaluation of the remaining useful life of major systems, livability, street and landscape improvements, energy usage and other property features. Recommendations made for improvement will be organized by property, in order of priority by phase as detailed in the Scope of Services. Further, the Authority requires that the PNA comply with the requirements and protocols of several Authority programs/systems to include data collection, formatting, and reporting consistent with: HUD's recommended practices for PNA and with site-by-site recommendations organized utilizing the ASTM Unifomat II Classification for Building Elements. The Energy Audit shall provide recommendations for reducing energy usage through more efficient systems.

In keeping with its mandate to provide efficient and effective services, the Authority is soliciting responses from individuals or firms to provide services as described under Section 3 - Scope of Work. All responses submitted for this solicitation must conform to all of the requirements and specifications outlined within this document, and any designated attachments, in its entirety.

For further information and/or updates on this bid please visit the Authority's website www.lebanoncountyhousing.com and select the bid information link from the home page.

Respondents MUST complete the Bidder Registration Form found in page 2 of this solicitation

1.2 Lebanon County Housing Authority Reservation of Rights

The Authority reserves the right to reject any or all responses, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.

The Authority reserves the right not to award a contract pursuant to this RFP.

The Authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time, for its convenience.

The Authority reserves the right to determine the days, hours, and locations that the successful Respondent(s) shall provide the services called for in this RFP.

The Authority reserves the right to negotiate the fees proposed by the Respondent entity.

The Authority reserves the right to reject and not consider any response that does not meet the requirements of this RFP, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services.

The Authority shall reserve the right at any time during the RFP or contract process to prohibit any further participation by a Respondent or reject any response submitted that does not conform to any of the requirements detailed herein.

1.3 LCHA Background and Information

The Lebanon County Housing Authority was established in 1966, to provide low-income residents of Lebanon County with access to low-cost housing. Currently, the Authority provides Public Housing units in seven developments, distributed over eleven sites. Developments are located within the city of Lebanon and adjacent South Lebanon and North Cornwall Townships.

The Authority is federally funded and regulated primarily under the U.S. Housing Act of 1937, as amended. The majority of our funding is governed by the U.S. Department of Housing and Urban Development (HUD) regulations.

The Authority is governed by a five member Board of Commissioners appointed by the Lebanon County Commissioners. The Executive Director, who reports to the Board of Commissioners, supervises approximately 30 employees.

The Authority's employees are housed at various project sites and in several additional administrative offices. Administrative office buildings, not located on a public housing project site, are not included under the proposed work.

2. MINIMUM REQUIREMENTS

To be deemed minimally qualified to perform the selected scope of services, the respondent must:

Have completed five (5) comparable contracts in the most recent five (5) years as indicated in the Experience Table in Exhibit B;

Be trained to evaluate building systems, health and safety conditions, and physical and structural conditions; and to provide cost estimates for maintaining, rehabilitating or improving deficiencies;

Also have environmental expertise, as inspection will include environmental issues as well;

Have all required licenses;

Have acceptably completed PNA and RAD-PNA reports for similar types of public housing developments in similar physical condition and age in the subject market or in similar areas;

Produce reports that are well regarded in the marketplace in terms of content, timeliness and responsiveness. The assigned inspector, not just the company, must have personal experience in conducting such audits;

Have the capacity to complete the project inspection and prepare the report in a time frame acceptable to the Authority;

Not be listed as an excluded entity on the U.S. Government's System for Award Management.

3. SCOPE OF WORK

3.1 Description of Services

Contractor shall furnish all labor, materials and equipment necessary to conduct a Physical Needs Assessment (PNA) and Energy Audit (EA) of all LCHA properties as specified herein in accordance with all current HUD regulations. The HUD PNA software (“tool”), forms, user guide, and other relevant information will be utilized as the basis of the final work product for this PNA and Energy Audit.

The Contractor shall complete a PNA that reflects an assessment of the condition of 403 units in 11 sites for Lebanon County Housing Authority Public Housing developments.

The properties listed in Appendix 1 that are the subject of the PNA (and the EA) are to include both dwelling and non-dwelling spaces and buildings as well as roads, walks, walls and fences, parking areas and other site features contained within each project.

3.2 Technical Specifications

Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP. General Requirements in accordance with the PNA Physical Needs Assessment compliance requirements found in 24 CFR 905.300 and 24 CFR 968.315(e)(2), the Contractor shall 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 LCHA physical facilities. All identified physical improvements will meet or exceed HUD mandatory standards. Contractor shall 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 must provide LCHA with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes.

1. Identify deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.
2. Subject to LCHA direction, perform interviews and review existing property documentation with knowledgeable LCHA staff, including building plans, building histories, prior assessments and energy audits, and maintenance records.
3. Identify all development components that will be part of the assessment.
4. Establish a methodology that will sample multiple like-kind buildings, and common areas such as lobbies, corridors, and community facilities.
5. Use a HUD tool that can be found at the following HUD website address <http://portal.hud.gov/hudportal/HUD?src=/programoffices/publicindianhousing/programs/ph/capfund/gpnatool>. 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. The HUD tool list is not all inclusive and may not include significant components that will need assessment.

6. Perform walkthrough assessment/inspections of each development and other LCHA 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.

7. Make on-site assessments sufficient to establish the type and approximate extent of existing or potential deficiencies to include identifying items whose useful life may have been extended with effective routine maintenance including an estimated annual cost for routine maintenance for these items.

8. The assessment shall consist of a survey only of the property, components, systems and elements that are easily visible and readily accessible. No intrusions, sampling, boring or disassembly of any components, systems or infrastructure is required unless specifically requested by LCHA.

a) The Contractor shall make a reasonable effort or attempt at discovery of existing or developing deficiencies.

b) The Contractor shall perform a “walk around” survey.

c) The Contractor shall operate equipment, fixtures and systems normally operated by residents to determine operability and/or operating characteristics in every unit that is inspected.

d) The Contractor shall note material building code violations of items, systems, or inherent design that are readily apparent and discernable.

e) Note material building code violations of items, systems, or inherent design flaws that are readily apparent and discernable.

f) Take measurements and system counts to adequately justify the estimated costs to remedy the reported deficiencies and to estimate the Replacement Reserve Expenditures.

g) The Contractor shall substantiate the basis for these costs in the reports. Document Review: The Contractor shall review property records and studies as furnished by LCHA. In general, document information will consist primarily of LCHA supplied leasing literature, possibly drawings (as-built, if available), historical receipts for repairs and/or improvements, pending proposals for repairs and replacements, schedule of operating expenses, etc. There may also be previously prepared building condition survey reports, appraisals, and ADA survey, etc. that may be provided to the Contractor as well. Should access to any or all documentation be restricted or denied to the Contractor, the Contractor is to notify Owner and report this lack of access or denial within the Report. If drawings (as-built or construction) are available, they will be provided to the Contractor for Contractor's use in a determined space. These drawings shall serve as an aid to the Contractor in developing quantities for cost estimating purposes (both to remedy deficiencies and for replacement reserve calculations), and will assist Contractor in

preparing descriptions of the improvements, and identifying latent defects. An in- depth review of the drawings is not required under the scope of this engagement. The Contractor is required to detail obvious code compliance issues discovered during the review based upon either the drawings or the Contractor's survey and include those discrepancies in their report. A detailed code compliance review shall be proposed as a separate project with a separate cost on the Fee Proposal Sheet.

9. The assessor will develop an electronic/digitized Data Collection Form that:

a) Combines the HUD PNA approved data collection form "HUD Physical Needs Assessment Form"- Appendix III and "ASTM Uniformat II Classification for Building Elements (E1557-97)"- Appendix IV, into a single survey instrument.

b) Enables differentiation between property types in the same property using the HUD-defined property types of: 1) single family/duplex; 2) row house; 3) walk-up; and 4) elevator.

c) Used for the following: site, building exterior, building systems, unit, and common areas.

d) Collects and reports all data and populate inputs into a database management system to be approved by LCHA in advance.

10. Identify work necessary to comply with federal and State of Pennsylvania requirements and codes, such as elimination of asbestos/lead and any relevant energy code compliance.

11. Provide and record an estimate of Expected Useful Life (EUL) for each individual component, and provide a source for EUL in general.

12. Take and record representative measurements and quantity counts to estimate the cost to remedy deficiencies. Provide and record a replacement unit cost for each individual component and for a total of those components. (e.g., per window times all similar windows.)

13. 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 existing 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.

14. Identify any deficiencies that could have an immediate impact on health and safety of residents and/or LCAH personnel. Any such identified deficiencies must be brought to the attention of LCHA immediately by both verbal and written notification

15. Develop a Comprehensive Costing Library utilizing a professional/certified cost estimating solution such as "R.S. Means" construction costing to build a comprehensive cost and EUL component library. The comprehensive cost and EUL component library is vital to using the HUD PNA Tool and must contain descriptions and reference information.

17. Utilize trained, qualified and experienced assessment personnel in the assessment of multifamily and public housing facilities using industry standard protocols.

18. Include unit interiors, building systems, common areas, building exteriors, equipment, drainage, landscaping and other improvements at all developments specified properties specified by LCHA.

19. Establish a plan to inspect the following:

a) The greater of a) 20 percent of all apartment interiors (a combination of vacant and occupied units) or b) three (2) apartment interiors, per building on multiple building sites. Apartment interiors shall be selected such that they provide a representative sample of the location, size, type, etc. of units within each building (i.e. corner units, top floor units, ground floor units, subterranean units).

b) 100 percent of vacant units at all sites.

c) 100 percent of interior common areas.

d) 100 percent of all building systems and exteriors, including roofs, HVAC, boilers, etc.

e) 100 percent of all site components (including, but not limited to walks, parking, drives, landscape, retaining walls, play areas, and fencing).

The PNA requires a minimum sample of 20 percent of all the Buildings in each Building Set and a minimum sample of 10 percent of the Units of each Unit type be inspected, which-in many, but not all cases- will result in a statistically valid sample. Under those provisions, the inspector is required to inspect a sufficient sample of each unit type, building, and property systems (e.g., HVAC, roof) to be able to state with confidence the present and probable future condition of the total property (i.e., a statistically valid sampling). This requires observing a sufficient number of units and common areas in each building and each variation of building and/or unit type. Factors which must be considered in determining a statistically valid sample include: building age (including various development phases within the same project); building type, building construction materials; unit type (e.g., studio, 1-bedroom); unit size within type (e.g., 512 sq. ft. 1-bedroom vs. 730 sq. ft. 1-bedroom); unit occupancy (e.g., elderly, handicapped, family); unit equipment or amenities with in unit equipment that are not tenant owned.

Consider the following conditions when determining your inspection sample. At least one of each type of unit (by bedroom count as well as by configuration) must be inspected even if that results in a Set containing only 1 unit. For example, a building may have some three-bedroom units that have a second bath that would make them different. Units with characteristics potentially affecting condition need to be included in the sample, such as top-floor, ground-floor units, or end units. You may need to expand the inspection sample in cases where units are not reasonably uniform in their condition. For example, you might have a percentage of your units that have renovated kitchens and a remainder that is not renovated. Your sample needs to reflect that proportion.

If the difference in " configuration" is simply that of the floor plan, and the square footage is nearly the same (plus or minus 10%), but the appliances, equipment, windows, flooring, doors, etc., are of the same age and materials, then the two configurations can be treated as one Set of 3-bedroom unit- at least 10 percent of this Set of 3-bedroom unit should be inspected. If the different configuration results in significant other changes (e.g., townhouse versus flat; different number of bathrooms; different types of HVAC systems; etc.), then they should be treated as different unit types and thus a minimum of 10 percent of each type (Set configuration) should be inspected and included in the PNA.

Each project site must be inspected in its entirety. A single building on a site would be inspected in its entirety on the exterior. On projects with multiple buildings, a minimum of 10 percent of the buildings should be inspected in each Building Set; in the case where the buildings are essentially identical, of the same age, and similar condition. This percentage of buildings and Building Sets to inspect will increase much in the way the unit sample size increases (based on consideration of significant building characteristics.)

20. The reports for each development survey, including all deficiencies, shall be submitted to LCHA after completion of each development's inspection in order to facilitate and expedite corrective measures by LCHA. The Contractor shall provide digital pictures of deficiencies with each report. The photographs shall at a minimum include:

- a) View of Subject from "curb"
- b) Representative elevations
- c) Significant or commonly encountered interior and exterior physical deficiencies'
- d) Main entrance hallways
- e) Roof Areas
- f) Parking facilities/pavement
- g) On-site maintenance and storage facilities, if applicable.

21. Contractor is to provide all necessary computers, software, cameras, personnel, uniforms, vehicles, fuels etc. necessary to conduct and complete the inspections as specified herein. The inspections shall be sufficient to prepare a report that:

- a) Identifies significant defects, deficiencies, items of deferred maintenance, material code violations, and physical deficiencies.
- b) Provides estimated costs to remedy the faults or deficiencies.
- c) Provides a replacement schedule for major building systems with recommended annual funding to be set aside over a ten (10) year term for each property. basis. This schedule must include an estimate of the remaining useful life of these building systems.

d) The final report must include the Contractor's written opinion of the overall physical and operational condition of the property and also, identifies the specific physical deficiencies and conditions which will limit the expected useful life of major systems and components and improvements and provide an estimated cost to remedy each deficiency. This report will also provide a recommendation for annual Replacement Reserve Expenditures over the next ten years, by property.

e) Contractor shall provide guidance and support for "sustainable" designs and retrofits, including alternative and renewable energy options. These initiatives must be reasonable and cost effective. Estimates must reflect installation of new systems, appliances, etc. that meet the Build SA Green Level II. Contractor shall also provide information and technical advice to LCHA concerning sustainability practices, carbon footprint and greenhouse gas management, certification systems such as Energy Star, and Watersense.

f) Provide a comprehensive needs assessment in compliance with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8) for the entire LCHA portfolio. Assessment must include the design and construction requirements of the Fair Housing Act (24 CFR 100) and the Uniform Federal Accessibility Standards (UFAC) 24 CFR8.32 and Appendix A to 24 CFR 40, as applicable, for mobility and visual/hearing impairment accessibility. The assessment must also include specific information of non-compliant features of any common area or unit, so that corrective action may be taken. LCHA will provide a list of units per property that have been designated as 504 (mobility and visual/hearing.)

22. Contractor shall replace any personnel that LCHA determines to be unacceptable no later than the start of the next business day after notification and shall not permit unacceptable personnel to return to LCHA property or further utilize them during the term of the contract including any extensions.

23. Contractor may assume timely and complete access to each property, LCHA staff, vendors, and available owner documents.

24. Responsibility for Subcontractors: All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure compliance by the subcontractors. The Prime Contractor remains liable to LCHA for the performance and compliance of the subcontractors. code compliance issues discovered during the review based upon either the drawings or the Contractor's survey and include those discrepancies in their report. A detailed code compliance review shall be proposed as a separate project with a separate cost on the Fee Proposal Sheet.

25. Responsibility for Subcontractors: All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure compliance by the subcontractors. The Prime Contractor remains liable to LCHA for the performance and compliance of the subcontractors.

3.3 Steps of Work

Contractor shall complete work utilizing the following primary steps. These steps however are not all inclusive and do not limit Contractors responsibility for completing the work. The steps involved include, but are not limited to:

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. Develop a detailed schedule for surveying each property.
3. 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.
4. Interview resident representatives and maintenance and management staff; collect and record all relevant data.
5. 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.
6. Provide cost estimates for each item of recommended improvement, including units and unit prices where applicable. Contractor shall categorize and use the correct Total Development Cost numbers for each HUD-defined property types for comparison to the cost estimates. Contractor shall evaluate which buildings meet the obsolescence threshold using the Section 18 / HUD obsolescence methodology, as described in Section 4.A.1 of Appendix IV- HUD Notice PIH 2018-04, including the allowances identified for soft costs and contingency. Consistent with HUD guidance, cost estimates for this item must relate to work items required within the first three years.
7. Employ quantitative units in building the database wherever possible.
8. Review LCHA's most recently available PNA to verify which items were completed and which items remain to be completed.
9. Prioritize each work item utilizing the three (3) categories of priority, as described below:
 - A. Priority I - Imperative (must do):
 - 1) Projects that cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequence
 - 2) Corrects a condition dangerous to public health or safety
 - 3) Satisfies a legal obligation (law, regulation, court order, contract)

4) Alleviates an emergency service disruption or deficiency.

B. Priority II - Essential (must do):

1) Projects that address clearly demonstrated needs or objectives

2) Rehabilitates or replaces an obsolete public facility or attachment thereto

3) Stimulates economic growth and private capital investment

4) Reduces future operation and maintenance costs

C. Priority III - Important (could do): Projects that benefit the community but may be delayed without detrimental effects to basic services

1) Provides a new or expanded level of service.

3) Reduces energy consumption.

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

3.4 PNA Report

Upon completion of the inspections, the Contractor will provide a report to LCHA in narrative and spreadsheet forms that meets LCHA's requirements, in both paper and electronic format. This requirement also includes the XML report to be generated from the PNA tool. The draft report will contain the PNA results and will be submitted to LCHA for review and comments.

The report of the PNA shall include:

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. A separate 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.
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.

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.

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, if apparent, lead-based paint, if apparent, 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.

6. A recommended Replacement Reserve Schedule. The Replacement Reserve Schedule is to encompass short life span (immediate-1 year), medium life span (5 years) and long life span (10 years) recurring systems and components.

- Short life span recurring systems and components are typical of such items as exterior caulking, carpeting, pavement sealing and striping, domestic hot water heaters, etc.
- Medium life span recurring systems are typically cooling towers, paving, roofing, appliances, kitchen cabinets, etc.
- Long life span recurring systems are typically boilers, chillers, electrical systems, infrastructure components, supply and drainage piping, etc.

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 10-year cost projection of needs for each capital component broken down by year.

3.5 Energy Audit (EA) Scope of Work/Technical Specifications

Contractor shall provide the following detailed services for an Energy Audit within this Scope of Work. The assessment will identify Energy Conservation Measures (ECMs) and the cost-savings that result from implementing the measures, thereby reducing operating costs. If the option for the EA is exercised, the EA is to be integrated with the PNA Report.

General Requirements: The 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.

The objectives of the audits are to identify ECMs, to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the measures. Additionally, the audit must 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 conduct an energy audit for each measure. The following items are specifically included:

1. Analyze the utility bills (list utilities used by LCHA) provided by LCHA for the three (3) most recent years for all common areas (LCHA 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.
2. 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; hot water systems, power, lighting systems, sensors, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR).
3. Contractor shall evaluate whether replacement of gas or oil-fired equipment with electric equipment is practical. Such replacement shall be considered impractical if it has a simple payback over 25 years (or over the useful life of the ECM if it is less than 25 years). To the extent replacement is practical, Contractor shall treat replacement as a Core ECM. To the extent it is not practical, Contractor shall provide a written explanation for why each ECM is impractical.
4. Contractor shall evaluate whether renovations to achieve passive house (PHIUS+) certification of the building are practical. Such renovation shall be considered impractical if it has a simple payback over 25 years (or over the useful life of the ECM if it is less than 25 years). If such renovation is practical, then Contractor shall identify those recommended ECMs that would be part of a passive house (PHIUS+) renovation and treat as Core ECMs those additional ECMs needed to achieve such certification. To the extent such renovation is not practical, Contractor shall provide a written explanation for why it is impractical and include any assumptions used in calculating simple payback.
5. The Contractor shall evaluate whether installation of solar panels are practical on HACL properties. If installation of solar panels is practical, then Contractor shall treat installation and necessary structural and electrical alterations as a Core ECM.

6. 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 must 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.
7. Collection of climatological data for the local area, to correlate energy usage to weather conditions.
8. Interviews of selected property, maintenance, and modernization personnel and residents to determine problem areas and concerns.
9. 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 (geothermal, solar-thermal or wind-power), may be considered for supplemental feasibility study outside the scope of this contract.
10. Report Documentation or Report Preparation: The Contractor shall develop a comprehensive Energy Audit Report integrated with the PNA Report for each housing development and submit to LCHA. This report shall contain:
 11. A. summary of energy conservation measures studied and those recommended for implementation, by development.
 12. A detailed description of each energy conservation measure, the cost to implement, the estimated annual savings that must result, and the average simple payback.
 13. All energy-savings opportunities ranked according to their payback, by Project, starting with the quickest and ending with the longest payback. Recommendations as to the order in which the recommended energy-savings opportunities must be implemented in order to provide LCHA with a master plan of action.
 14. Presentation of the interrelationships of the various energy conservation measures in a project so that LCHA understands the impact that implementing each measure has upon the other proposed measures. 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.

3.6 Deliverables

1. 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.
2. A copy of the PNA tool with all of PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.

3. A demonstration of technical assistance to LCHA staff regarding future annual updates. The Contractor shall provide no less than 2 hours of training to LCHA staff to instruct them in the use of the PNA tool for ongoing management and annual updating.
4. The Contractor will continue to provide LCHA staff with technical assistance until they are able to successfully submit the completed PNA file.
5. 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 LCHA. The Contractor shall not provide the documents produced for LCHA under this contract to any other party unless approved in writing by the LCHA Chief Executive Officer.

3.7 Timeframe

Contractor shall establish milestones shown below for the deliverables identified. In developing the schedule of milestones, the Contractor shall provide for thirty (30) calendar days for LCHA to review, coordinate, and comment on draft deliverables. Completion date is expected to be nine (9) months from LCHA 's Notice to Proceed (NTP).

1. Physical Needs Assessment (PNA) and Energy Audit - Draft Version Within one-hundred eighty (180) days after the effective date of the NTP.
2. A briefing, at a time, date, and place determined by LCHA, 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 Exhibit 1.
3. Physical Needs Assessment (PNA) and Energy Audit - Within thirty (30) days after receipt of the “Draft Version” of the PNA/EA and the draft briefing, LCHA shall provide the Contractor written comments on the draft reports. The firm must consider any comments it receives from LCHA and incorporate such revisions and additions to the reports as requested by LCHA.
4. Physical Needs Assessment (PNA) and Energy Audit – Provide final report within sixty (60) days after receipt of comments on the “Draft Version” of the PNA. The Contractor is required to submit a detailed project schedule showing milestones of the project with their response to the RFP.
5. The firm/team shall have the capacity and staffing to accomplish the task within the schedule. It is expected that assessments of each property will be performed by teams of Architects, Engineers. The successful firm/s must demonstrate team’s certification and knowledge of codes, including building, accessibility, fire, electric and mechanical and plumbing codes.

4. PROPOSAL SUBMISSION REQUIREMENTS

To properly evaluate each response received by the Authority, all responses submitted for this RFP must be formatted in accordance with the “Response Format” described in the section below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

The Authority shall not be liable for any expense incurred in relation to the preparation or submittal of responses. Expenses include, but are not limited to, expenses preparing the response or related information in this RFP; negotiations with the Authority on any matter related to the response; and costs associated with interviews, meetings, travel or presentations. Additionally, the Authority shall not be liable for expenses incurred as a result of the Authority's rejection of any response.

The Respondent(s) selected must be fully qualified to perform the services described above;

Must possess the appropriate business license;

And must comply with all contract requirements.

4.1 Response Format

In order to provide objective criteria that can be used in determining various Respondents abilities, please address the following items in the same order as presented below.

Submissions must clearly address all of the requirements outlined in this Section 4.1. A company The Respondent may include any other general information (including a company brochure) that the Respondent believes is appropriate to assist the Authority in its evaluation.

- 1. Cover Letter** – Include the project name, date, identity of the lead firm submitting the response and all contact information for the primary contact person during this RFP process.
- 2. Firm's Qualifications** – Provide a narrative overview describing the Respondent's experience and expertise providing a similar scope of work as the proposed. Provide demonstrated evidence of experience in the inspection of multifamily properties similar to the Authority or greater in terms of scope and cost to determine the physical condition and needs. Firm must be must indicate years of service and the total number of inspections per project. Firm must be experienced with Asset Management Reporting System and Energy Audits. Complete Experience Table in Exhibit B.
- 3. Project Approach** – Provide a narrative that discusses the Respondent's approach and process of engaging in the work.
- 4. Examples of Previous Work** – Provide three (3) or more comparable work product examples completed within the past five (5) years to those indicated in Section 3. Experience with any public agency clients should be highlighted. The examples shall also include a brief description and scope of the service(s) and the dates the services were provided. Exhibit B. Additionally, please include an example of previously completed Physical Needs Assessment. A brief sample is acceptable.
- 5. Staffing** – Provide the names of each proposed team member staffing and a description of their role and responsibilities. Include resumes for each team member and sub-consultant, if any.
- 6. References** – Provide three (3) references (including names, email and telephone number) that corresponds with the work to be provided under this RFP.

7. Section 3 Compliance - Respondent must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended, regarding the provision of training and employment opportunities for low-income persons, with priority to residents of the Lebanon County Housing Authority public housing, and a certified statement that the firm will make a good effort to comply with the Section 3 policy.

8. Proposed Rates – Provide a fixed fee, inclusive of all direct and indirect costs necessary to perform the required work as outlined in this RFP. Price will be considered in conjunction with technical factors by the Authority to determine the proposal that is most advantageous and offers the best value to the Authority.

For Authority informational purposes, the total proposed fee must be allocated between the sites identified on the proposal form. However, the Authority will award a single contract for the Authority’s facilities in total, not for individual sites.

4.2 Required Forms/Certifications

The following forms must be submitted with your proposal in the following order:

- 1. Bid Form – Appendix 1**
- 2. Profile and Certification Form – Appendix 2**
- 3. Reference Form – Appendix 3**
- 4. Certifications and Representations of Offerors – Appendix 4.**
- 5. Certifications and Representations of Offerors – Appendix 5**
- 6. Non – Collusive/Non – Identity of Interest – Appendix 6**

5. SELECTION PROCESS

5.1 RFP Timeline

The following are proposed dates relating to this selection process:

June 17, 2022 RFP Issued

July 8, 2022 Questions in writing via email due by 4 PM EDT

July 18, 2022 Responses to questions and Addendum Issued (emailed to registered bidders and on LCHA website.

July 26, 2022 Bids due by 4:00 PM EST

5.2 Questions/Answers

All questions must be submitted in writing via E-mail no later than **4:00 PM EDT, Friday July 8, 2022**. All questions will be answered in an addendum, distributed to each registered vendor by email and posted on the Lebanon County Housing Authority website by the close of business, **July 18, 2022**. No questions will be responded to after the question and answer period has expired.

Questions are to be submitted to dlyons@lcha.com

5.3 Addendum

LCHA will respond to all inquiries in writing, by addendum, and will release the information to all prospective Respondents. The addendum will be posted on the LCHA website at www.lebanoncountyhousing.com, [Bid Information](#).

During the RFP solicitation process, LCHA will NOT conduct any *ex parte* conversations (substantive conversation —“substantive” meaning, any discussion or exchange between any Lebanon County Housing Authority staff and a prospective Respondent that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective Respondents are not present) that may give one prospective Respondent an advantage over other prospective Respondents. This will not bar prospective Respondents from contacting LCHA however, LCHA will limit communication with prospective Respondents to information already contained in the solicitation documents.

LCHA will not provide verbal responses to any inquiries made by prospective Respondents. Instead, LCHA staff will direct Respondents to submit all questions in writing and will provide a copy of the question and answer to all Respondents through a written addendum.

5.4 Response Process

Proposals must be in writing, delivered by US Postal Service Mail, Federal Express, United Parcel Service or in person to:

If by US Postal Service: PO Box 2005, Cleona, PA 17042

If by Federal Express, United Parcel Service or In person to: 137 West Penn Avenue, Cleona, PA 17042

5.5 Submission Responsibilities

It shall be the responsibility of each Respondent to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority, including the RFP document, the documents listed within Section 4.2, and any addenda and required attachments submitted by the Respondent. By virtue of completing, signing, and submitting the completed documents, the Respondent is stating his/her agreement to comply with all the conditions and requirements set forth within those documents. Written notice from the Respondent not authorized in writing by LCHA to exclude any of the Authority requirements contained within the documents may cause that Respondent to not be considered for award.

5.6 Evaluation Criteria

The following criteria will be used to evaluate all responses:

Points will be assigned to each response for all weighted areas. The evaluation team will make a recommendation to the Authority's Board of Commissioners. Final approval will be made by the Board of Commissioners.

Total points possible: 100.

Award of contract, if made, will be to the Respondent(s) that score above the competitive range of 80 in accordance with the stated evaluation criteria. The minimum number of points to qualify for each specialization is 80 points. Respondents submitting qualifications for multiple specializations will be evaluated and scored for each specialization separately.

A description of the required Response Submission Format is set out at Section 4.1 – Response Format.

Experience: 30 Points

Proposal shall clearly outline the respondent's experience with performing PNAs and EAs. This factor will be evaluated based upon evidence of the following:

- 1) Demonstrate a minimum of (5) years'-worth of experience in producing Physical Needs Assessments.
- 2) Demonstrate a minimum of (5) years'-worth of experience in performing cost-estimates for physical needs assessments. Demonstrate that personal assigned to perform the EA have, professional experience to perform the Energy Audit.

References: 20 Points

Provide the business name, address, phone numbers, and type of work performed with similar scope of work of no less than three references.

3. Ability to Complete Work: 20 Points

Submit the firm's plan to comply with all services, deliverables, and the timeframe required in this RFP. Respondent must cite examples from other comparable projects within the past two (2) years to demonstrate its ability to perform within proposed budget and project timeline.

4. Approach: 30 Points

Proposal shall clearly describe the respondent's approach to satisfying the Scope of Work. Description should include the respondent's approach to staffing, workflow, project coordination and the use of technology to complete the work within the assigned schedule and satisfying all of the requirements for compliance with HUD and OAHPI as described in the scope of work above.

This factor will be evaluated based upon evidence of the following:

- 1) Demonstrate an approach to successfully complete the data collection activities as described in the Scope of Work.
- 2) Demonstrate an approach to successfully complete the PNA Report as described in the Scope of Work.
- 3) Demonstrate an approach to successfully complete the Energy Audit as described in the Scope of Work.

Qualified Respondent(s) will be selected based on the above criteria.

5.7 Evaluation Process

The Authority will conduct the evaluation process. All responses will be reviewed for completeness and responsiveness. During the evaluation process, the Authority reserves the right to request clarification or additional information from individual Respondents and to request some or all Respondents make presentations to Authority staff.

Each response will be independently analyzed by members of an evaluation team. The evaluations team will analyze how the Respondent's qualifications, experience, and capabilities meet the Authority's needs. The Authority may require the Respondent to submit additional materials to supplement its proposal. The selection will be the sole responsibility of the Authority. The Authority reserves the right to reject any and all responses, and shall select the contractor based on the most advantageous conditions for the Authority.

1. Initial Evaluation for Responsiveness

Each response received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The Authority reserves the right to reject any responses deemed by the Authority not minimally responsive and to waive any minor informalities it deems so. The Authority will notify such firms in writing of any such rejection.

2 Evaluation Committee

Internally, an evaluation packet will be prepared for each evaluator. The Authority anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive proposals submitted for this RFP.

3. Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a response entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a response entity will be excluded from participation on the evaluation committee.

PLEASE NOTE: No Respondent shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP.

As indicated in this document, the designated LCHA staff member is the only person at the Authority that the Respondents shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Respondent(s) to be eliminated from consideration for award.

4. Evaluation

The appointed evaluation committee shall evaluate the complete responses submitted and award points based on the Evaluation Criteria described in this RFP. The Authority will, at its discretion, contact one or more of the provided References for the Respondents deemed to be within the competitive range. Any negative References will be taken into consideration before proceeding with a final approval by the Board of Commissioners.

5. Oral Interviews

The Respondents that are determined to be the most qualified applicants may be invited for an interview (via Zoom). All applicants invited to participate in the oral interviews will be ranked after the interview process. Upon final completion of the RFP evaluation process, the evaluation committee will forward the completed evaluations to the Authority's Board of Directors.

6. Selection of Contractor

As a result of the RFP evaluation process, all Respondents will receive, by e-mail, a letter of award or non-award.

Exhibit 1 – General Property Information

AMP 1 – This AMP consists of 138 apartments distributed between two projects and two sites: Stevens Towers, 930 Willow Street in Lebanon City is an 80 unit 11 story high rise constructed in 1970, The building contains 80 one bedroom dwellings. This facility underwent a significant building wide renovation in 2005. The building is heated by dual fueled natural gas/oil boilers and cooled by means of an air cooled chiller. Domestic hot water is provided either indirectly through the heating boilers or by use of high efficiency central gas hot water heaters. Elevators in this building are currently under contract for replacement. The building is fully sprinkled.

Washington Arms, 303 Chestnut Street in Lebanon City is a 58 unit 4 story apartment building constructed in 1976. The building contains a mix of efficiency, one bedroom and two bedroom apartments. The building is heated by dual fueled natural gas/oil boilers. There is no central air conditioning at this facility. Domestic hot water is provided either indirectly through the heating boilers or by use of high efficiency central gas hot water heaters. Elevators in this building were replaced in 2008. The building is fully sprinkled. The buildings entire electrical distribution system was replaced in 2009.

AMP 2 – This AMP consists of 135 townhomes distributed between 3 projects over four sites. Dwellings range between 1 and 5 bedroom units. Dwellings are distributed throughout Lebanon City. Projects date from the early 1970's to the late 1980's. Renovation to these units have consisted mainly of some window replacements, roof replacements and limited interior renovations. All units are heated by either individual natural gas boilers or individual natural gas hot air furnaces. Domestic hot water is provided by individual natural gas water heaters. There are no central heating facilities serving these facilities. None of the homes feature central air conditioning. All homes are served by individual 100 AMP electrical services.

This AMP also includes a single story community building located at the Webster Manor development.

AMP 3 – This AMP consists of 130 townhomes distributed between 4 projects over five sites. Dwelling range between 1 and 4 bedroom units. Dwellings are located in Lebanon City, North Cornwall and South Lebanon Townships. Projects date from the mid 1970's to late 1980's. Renovations to these units have consisted mainly of some window replacements, roof replacement and limited interior renovations. . All units are heated by individual natural gas hot air furnaces. Domestic hot water is provided by individual natural gas water heaters. There are no central heating facilities serving these facilities. None of the homes feature central air conditioning. All homes are served by individual 100 AMP electrical services. Gloninger Meadows, a 25 unit townhome development in this AMP, is currently out for bid for dwelling wide renovations (bathrooms, kitchens, flooring, and HVAC upgrades).

This AMP also includes a single story community building located at the Cedar Court development.

Utility Metering and Payment – All utilities at all HACL developments are paid by HCAL. No utility allowances are provided to the residents. Most utilities are master metered. However, in some instances check meters are provided for various utility types.

EPC - In addition to the general renovations listed above the Authority engaged in an Energy Performance Contract (EPC) in 2004. Under the EPC all projects received various improvements, consisting generally of new heating systems, plumbing modifications for reduced water usage and replacement of all incandescent lighting with fluorescent fixtures.

Overall Building Conditions – All of the Authority’s facilities are in generally good condition. There are no large scale urgent physical issue which need to be addressed. Rather, most projects and units need cosmetic upgrades (kitchens, bathroom, and flooring). HVAC upgrades to replace equipment installed during the 2004 EPC is soon ready for consideration. The Authority has begun an internal review as to the merits of replacing existing natural gas heating equipment with electric heating (mini splits).

Environmental Issues -There are no lead paint issues at any Authority development. Asbestos is present in mastic under VCT floor tiles at some projects. Asbestos pipe insulation is believed to exist in small amounts at the Webster Manor project in AMP 2.

Vacancies – The Authority does not experience a vacancy problem at any of its developments. Other than normal turnover, the Authority’s dwellings are at 100% occupancy.

Previous PNA & Previous Energy Audits – The Authority most recently completed a PNA in 2015 and an energy audit in 2016.

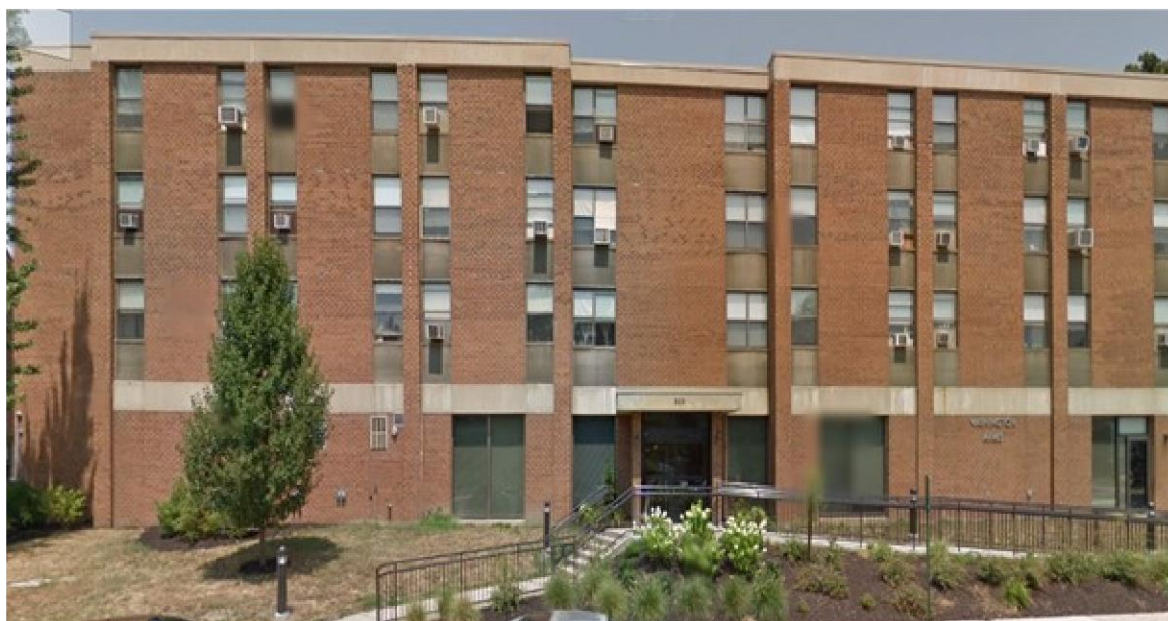
Exhibit 2
Housing Development Photographs

AMP 1

Stevens Towers, 930 Willow Street, Lebanon, PA



Washington Arms, 303 Chestnut Street, Lebanon, PA



AMP 2

Webster Manor - 800 Brock Drive, Lebanon, PA



Townhomes – 932 Meily Street, Lebanon, PA



Townhomes -East Cherry Street – Lebanon, PA



AMP 3

Townhomes – 1402 Lafayette Street, Lebanon, PA



Townhomes – 224 South 11th Street, Lebanon, PA



Gloninger Meadows – 2100 Center Street, Lebanon, PA



Cedar Court – 500 Cedar Court, Lebanon, PA



Exhibit 3
Uniformat Example

Level 1 Major Group Elements	Level 2 Group Elements	Level 3 Individual Elements
A SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations A1020 Special Foundations A1030 Slab on Grade
	A20 Basement Construction	A2010 Basement Excavation A2020 Basement Walls
B SHELL	B10 Superstructure	B1010 Floor Construction B1020 Roof Construction
	B20 Exterior Enclosure	B2010 Exterior Walls B2020 Exterior Windows B2030 Exterior Doors
	B30 Roofing	B3010 Roof Coverings B3020 Roof Openings
C INTERIORS	C10 Interior Construction	C1010 Partitions C1020 Interior Doors C1030 Fittings
	C20 Stairs	C2010 Stair Construction C2020 Stair Finishes
	C30 Interior Finishes	C3010 Wall Finishes C3020 Floor Finishes C3030 Ceiling Finishes
D SERVICES	D10 Conveying	D1010 Elevators & Lifts D1020 Escalators & Moving Walks D1090 Other Conveying Systems
	D20 Plumbing	D2010 Plumbing Fixtures D2020 Domestic Water Distribution D2030 Sanitary Waste D2040 Rain Water Drainage D2090 Other Plumbing Systems
	D30 HVAC	D3010 Energy Supply D3020 Heat Generating Systems D3030 Cooling Generating Systems D3040 Distribution Systems D3050 Terminal & Package Units D3060 Controls & Instrumentation D3070 Systems Testing & Balancing D3090 Other HVAC Systems & Equipment
	D40 Fire Protection	D4010 Sprinklers D4020 Standpipes D4030 Fire Protection Specialties D4090 Other Fire Protection Systems
	D50 Electrical	D5010 Electrical Service & Distribution D5020 Lighting and Branch Wiring D5030 Communications & Security D5090 Other Electrical Systems
E EQUIPMENT & FURNISHINGS	E10 Equipment	E1010 Commercial Equipment E1020 Institutional Equipment E1030 Vehicular Equipment E1090 Other Equipment
	E20 Furnishings	E2010 Fixed Furnishings E2020 Movable Furnishings

F SPECIAL CONSTRUCTION & DEMOLITION	F10 Special Construction	F1010 Special Structures F1020 Integrated Construction F1030 Special Construction Systems F1040 Special Facilities F1050 Special Controls and Instrumentation
	F20 Selective Building Demolition	F2010 Building Elements Demolition F2020 Hazardous Components Abatement

ASTM Uniformat II Classification for Building Elements (E1557-97)

Attachment 1

Instructions to Offers Non – Construction

A. Preparation of Offers

1. 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.
2. 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. The person signing the offer must initial erasures or other changes. Offerors signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence had been previously furnished to LCHA.
3. Offers for services other than those specified will not be considered.

B. Submission of Offerors

1. Offers and modifications thereof shall be submitted in sealed envelopes or packages (a) addressed to the office specified in this solicitation, and (b) showing the time specified for receipt, the solicitation name, and the name and address of the offeror.
2. Telegraphic offers will not be considered; however, offers may be modified by written or telegraphic notice.
3. Facsimile offers, modifications or withdrawals will not be considered.

C. Amendments to Solicitations

1. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
2. Offerors shall acknowledge receipt of any amendments to this solicitation by signing and returning the amendment. The Authority must receive the amendment acknowledgement by the deadline specified for receipt of offers.

D. Late Submissions, Modifications, and Withdrawal of Offers

1. 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:
 - (a) 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)
 - (b) Was sent by mail and it is determined by the HACL that the late receipt was due solely to mishandling by LCHA after receipt at LCHA;

(c) 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 qualifications. The term "working days" excludes weekends and U. S. Federal holidays; or

(d) Is the only offer received.

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

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

4. 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.

5. The only acceptable evidence to establish the time of receipt at the HACL is the time/date stamp of HACL on the offer wrapper or the documentary evidence of receipt maintained by the HACL.6. 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.

7. Notwithstanding paragraph (1) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HACL will be considered at any time it is received and may be accepted.

8. Qualifications may be withdrawn by written notice, or if authorized by this solicitation, by facsimile machine transmission received at any time before award. Qualifications may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

G. Contract Award

1. The HACL will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HACL, cost or price and other factors, specified elsewhere in the solicitation, considered.
2. The HACL may
 - (a) reject any or all offers if such action is in the HACL's interest,
 - (b) accept other than the lowest offer,
 - (c) waive informalities and minor irregularities in offers received, and
 - (d) award more than one contract for all or part of the requirements stated.
3. The HACL 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.
4. 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. Before the offer's specified expiration time, the HACL 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 HACL.
5. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

H. Negotiation

Once responses have been evaluated and ranked, the Authority may use the contract negotiation process to obtain the most highly qualified Respondent(s) at a fair and mutually agreed-to price.

The Authority reserves the right to enter into discussions with any Contractor whose RFP submission is deemed most advantageous and in the Authority's best interest for the purpose of negotiations. The Authority reserves the right to enter into negotiations with any responsible and responsive consultant within the competitive range without the need to repeat the formal solicitation process. The Authority reserves the right to award without discussions.

I. Meeting

Once the contract is awarded, the Consultant will meet with the Lebanon County Housing Authority key staff to discuss the needs, methods, and timeline for services.

H. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HACL by obtaining written and dated acknowledgment of receipt from the HACL at the address shown on the

cover of this solicitation. The determination of the HACL with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

Attachment 2 Contract Requirements

1. Contractor Requirements

The Contractor selected must be fully qualified to perform the services described above. In addition, as the work is funded with U.S. Department of Housing and Urban Development (HUD) funds, any required documents generated by the Respondent and/or LCHA must comply with all applicable HUD regulations specified in HUD-51915 Model Form of Agreement Between Owner and Design Professional. The Contractor must also comply with all Authority contract requirements. All work performed pursuant to this RFP must conform to, and comply with, all applicable local, state and federal codes, statutes, laws, and regulations.

2. Insurance Requirements

Prior to award, all successful Respondent will be required to provide the proper and insurance certificates. Sub-contractors will be required to comply with the same insurance requirements as those applicable to the respondent.

As a condition of the contract, Contractor will be required to provide a valid certificate of insurance and to submit copies of the insurance certificates naming the Authority as an additional insured party. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by the Authority.

3. Indemnification

The Contractor must expressly agree to defend, hold harmless and indemnify the Lebanon County Housing Authority, its commissioners, officers, agents and employees, of and from any claims, loss, damage, injury, actions, causes of action and liability, including attorneys' fees arising out of or connected with the Contractor's operations or performance under the resultant contract.

4. Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

A. Definitions

The following definitions are applicable to this contract:

- a. Housing Authority (HA/HACL/LCHA) means the Housing Authority of the County of Lebanon.
- b. "Contract" means the contract/agreement entered into between the Housing 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 this contract/agreement with the Housing 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 assignees, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

5. Contract Form

The Authority will not execute a contract on the successful Respondent's form. Contracts will only be executed on the LCHA's Contract. By submitting a response, the successful Respondent agrees to execute a contract on the Authority's form. Please note that the Authority reserves the right to amend this form, as the Authority deems necessary. However, the Authority will, during the RFP process and prior to the submittal deadline, consider any contract amendments that the Respondent wishes to include therein and submits in writing a request for the Authority to do so. **IF THE PROPOSED AMENDMENTS ARE NOT ACCEPTED BY THE AUTHORITY, THEN THE RESPONDENT MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of the Authority to include such amendments does not give the successful Respondent the right to refuse to execute the Authority's contract form. It is the responsibility of each prospective Respondent to notify the Authority, in writing, prior to submitting a response, of any contract clause that he/she is not willing to include and abide by in the final executed contract. The Authority will consider and respond to such written correspondence, and if the prospective Respondent is not willing to abide by the Authority's decision, then that prospective Respondent shall be deemed ineligible to submit a response.

Please note: Lebanon County Housing Authority has no legal right or ability to (and will not) at any time, negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

Assignment of Personnel. The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

6. Unauthorized Sub-Contracting Prohibited

The successful Respondent(s) shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Lebanon County Housing Authority. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority shall be void and may result in the cancellation of the contract with the Lebanon County Housing Authority, or may result in the full or partial forfeiture of funds paid to the successful Respondent as a result of the proposed contract; either as determined by the Authority.

7. Changes

- a. The HA may at anytime, 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.

b. 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 Contracting Officer decides that the facts so justify, the HA may receive and act upon a proposal submitted before final payment of the contract.

c. Failure to agree to any adjustment shall be a dispute under the Disputes clause, below. Nothing in the clause shall *excuse* the Contractor from proceeding with the contract as changed.

d. No services shall be performed or supplies furnished for which an additional cost or fee will be charged by the Contractor without written consent of the Contracting Officer.

8. Disputes

a. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof, which are not disposed of by any agreement, shall be resolved under this clause. All claims by the Contractor shall be in writing and submitted to HACL's Contracting Officer. A claim by the Housing Authority against the Contractor shall be subject to a written decision by the Authority's Contracting Officer.

b. The Contracting Officer shall, within 60 days of receiving all documentation concerning the dispute, render a decision concerning any claim or dispute filed under the contract. The decision of the Contracting Officer shall be final and conclusive unless the Contractor notifies the HA that it takes exception to the decision. The Contractor has 30 days after receipt of the Contracting Officer's decision to notify the HA of the exception to the decision. This notification shall be in writing.

c. Provided the Contractor has (1) given the notice within the 30 day time period stated in (b) above, and (2) excepted its claim relating to such decision from the final release, and (3) 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 Housing Authority's Contracting Officer's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

d. The Contractor shall proceed diligently with performance of the contract, pending final resolution of any request for relief; claim, appeal, or action arising under the contract, and comply with any decision of the Housing Authority.

9. Termination for Convenience and Default

a. The Housing Authority may terminate this contract in whole, or in part, for the convenience of the Authority or the failure of the Contractor to fulfill the contract obligations (default). The Authority shall terminate the contract by issuance of a written Notice of Termination which shall specify the

nature, extent, and effective date of the termination. Upon receipt of the Notice, the Contractor shall:

Immediately discontinue all services affected (unless the notice directs otherwise), and

Deliver to the Contracting Officer 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 Authority 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 Authority may: (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Contracting Officer, any work as described in subparagraph (a)(2) above, and compensation shall be determined in accordance with the Changes clause; (2) take over the work and complete the contract/ work, and the Contractor shall be liable for any additional cost incurred by the Authority; and (3) withhold any payments for the purpose of set-off or partial payment, as the case may be, of amounts owed the Authority by the Contractor.

d. If, after termination for default, it is determined that the Contractor was not in default of the terms or conditions of the contract, 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 the Disputes clause.

10. 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.

11. Certification of a Claim and/or Release of Claims

Prior to final payment, or settlement of termination agreement of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certification of any claim against the HA and/or a release of claims. This certification and/or release shall be in a form acceptable to the HA and shall constitute all claims against the HA by the Contractor under this contract. Other claims, if any, as may be specifically accepted by the Contractor in stated amounts and set forth within the certification or release.

12. Examination and Retention of Contractor's Records

a. The Housing Authority of the County of Lebanon, 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 books, documents,

papers, or other records involving transactions directly related to this contract for the purpose of conducting an audit or examination, extracting excerpts and making transcripts.

b. The Contractor agrees to include in all 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 (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) 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.

13. 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 interest are such that:

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 Authority.

c. In the event the Contractor was aware of an organization conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA reserves the right to terminate the contract for default.

d. The terms of this clause shall be included in all subcontracts and consulting agreements where 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.

14. Inspection and Acceptance

The Housing Authority has the right to review, require correction if necessary, or accept any work products produced or furnished by the Contractor. The review(s) shall be conducted within 30 days in order not to impede the progress of the work. Work products shall be deemed accepted as submitted if the HA does not issue a written report requiring product corrections within 30 days from the date of submission for inspection/acceptance.

The Contractor shall make required corrections promptly and at no additional charge, and return a revised copy of the product to the HA within seven (7) days of notification or a later date if extended by the HA.

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 the contract (or task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

15. Rights in Data (Ownership and Proprietary Interest).

The HACL shall have the 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 the Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning any research and/or reporting tasks of this Contract.

16. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be entitled 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.

17. 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.

18. Limitation of 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 department and agencies as well as independent regulatory authorities and government corporations, as defined in 31 U.S.C. 9101(1).

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

- a) The awarding of any Federal contract;
- b) The making of any Federal grant;
- c) The making of any Federal loan;
- d) The entering into of any cooperative agreement; and,
- e) 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.

"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:

- 1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- 2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- 3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- 4) 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.

"Recipient" includes all contractors, subcontractors at any tier, and sub grantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement.

"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

1) 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 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

2) The prohibition does not apply as follows:

(a) Agency and legislative liaison by Own Employees.

(b) The prohibition on the use of appropriated funds, in 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.

(c) For purposes of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(d) 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:

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

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

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

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

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.

3) Professional and technical services.

The prohibition on the use of appropriated funds, of this clause, does not apply in the case of:

a) 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.

b) 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 including consultants and trade associations.

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

d) 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.

e) Only those services expressly authorized this section are permitted under this clause.

4) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, 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 are specifically limited to the merits of the matter:

a) 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

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

C. Cost Allow ability

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 allow ability 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.

19. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

B. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to; (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

C. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contract Officer that explain this clause.

D. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

E. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

G. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

I. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development of

the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

20. 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.

21. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the Housing Authority of County of Lebanon, 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.

22. Other Contracts

The Housing Authority of the County of Lebanon may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall full 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.

23. Liens

The Contractor is prohibited from placing a lien on any HACL property. This prohibition shall apply to all subcontractors.

24. Training and Employment Opportunities for Residents in the Project Area

(Section 3, HUD Act of 1968, 24 CFR 135) (Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income resident of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all

applicable rules and orders of HUD issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(d) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued hereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Attachment 3

HUD 51915 – Model Agreement

APPENDICES

IMPORTANT

All documents in the Appendices MUST be returned with our submission.

Appendix 1 – Bid Form

FORM OF BID – PNA/EA

To: Housing Authority of the County of Lebanon
 137 West Penn Avenue
 P.O. Box 2005
 Cleona, PA 17042

Hereinafter called “Owner”

1. We _____ -

(firm name)

the undersigned, having examined the proposed Contract Documents titled: Physical Needs Assessment and Energy Audit and having visited the sites and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials and equipment to perform operations necessary to complete the Work, as required by said proposed Contract Documents, including any Addenda (if any thereto), for the stipulated sum of:

\$ _____

Please provide a breakdown of the total bid amount by AMP. This cost breakdown is for informational purposes only. A single Authority wide contract will be awarded.

Facility	*PNA COST	*ENERGY AUDIT COST
AMP 1 138 Units- Stevens Towers (80 units) and Washington Arms (58 units)		
AMP 2 135 Units- Webster Manor (100 units), Modular units on Steckbeck & Meily Streets (20 units), City units on E. Cherry and E. Weidman Streets (15 units)		
AMP 3 130 Units - Modular units on Lafayette Street (40 units), City units on Federal and S. 11 th Streets (14 units), Gloninger Meadows (25 units) and Cedar Court (41 units).		

3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any bid or the submitting of proposals for the Contract for which this bid is submitted.

4. The bidder represents that he HAS HAS NOT (check one) participated in a previous Contract or sub-contract to either the equal opportunity clause therein or the clause originally contained in Section 301 of the Executive Order No. 10925;

Bidders Initials: _____

**FORM OF BID – PNA/EA
PAGE 2**

That he HAS HAS NOT (check one) filed all required compliance reports signed by the proposed sub-contractors or that such reports will be obtained prior to sub-contract awards. The bidder further represents that he will, if required, submit and require proposed sub-contractor to submit a compliance report prior to the award of the Contract or sub-contract.

5. The Bidder represents and further agrees that (except where he has obtained identical certifications from the proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward a notice of his proposed sub-contractors as provided in the Instructions to Bidders. The penalty for making false statements in offers is prescribed in 18 U.S.C. 100L.

6. Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm will make its best efforts to comply with HUD Section 3 requirements for the employment of low income individuals in the general community and residents of the Authority's developments specifically.

7. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any current or former LCHA Board member or LCHA staff member?
Yes _____ No _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

8. Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

Bidders Initials: _____

(Continued On Next Page)

**FORM OF BID – PNA/EA
PAGE 3**

10. I hereby acknowledge receipt of Addend Numbers:

dated _____ as part of this bid.

Verification Statement: The undersigned party hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

BIDDER: _____
(firm name)

BY: _____
(printed name of signatory)

SIGNATURE: _____

TITLE: _____

BID DATED THIS _____ DAY OF _____, 2022

BUSINESS ADDRESS: _____

TELEPHONE: _____ FAX _____

EMAIL: _____

FEDERAL TAX ID # _____

Appendix 2

Firm Profile

Name of Firm: _____

Address: _____

Phone: _____ Email: _____

Primary Contact for this Project: _____

Phone: _____ Email: _____

1. Identify Principals/Partners in Firm (Attach **professional resumes** for each):

Name

Title

2. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach **professional resumes** for each. (Do not duplicate any resumes required above):

Name

Title

Appendix 3
Reference Form

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

Instructions: The Bidders shall submit three (3) former or current clients, preferably for whom the Bidder has performed similar or like services to those being proposed herein

Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

Other Information (Optional): Bidder's may provide additional documentation to demonstrate their experience doing the types of work required by this Request for Proposals (attach as many additional pages as needed).

Appendix 4
CERTIFICATIONS AND REPRESENTATIONS
OF OFFERORS
NON-CONSTRUCTION CONTRACT

A. Contingent Fee Representation and Agreement

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

_____ Has, _____ Has not employed or retained any person or company to solicit or obtain this contract; and

_____ Has, _____ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any Authority, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. If the answer to either 1 (a) or (b) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the Housing Authority's Contracting Officer.
3. Any misrepresentation by the bidder/offeror shall give the Housing Authority the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any Authority, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

B. Small, Minority, Women-Owned and Section 3 Business Concern Representation

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

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

or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

_____ Black Americans

_____ Asian Pacific Americans

_____ Hispanic Americans

_____ Asian Indian Americans

_____ Native Americans

_____ Hasidic Jewish Americans

4. _____ is, _____ is not a Section 3 business defined as a business which is at least 51 percent owned by one or more low income individuals or, in which at least 51% of all employee's are low income employee's.

C. Certificate of Independent Price Determination

1. The bidder/offeror certifies that —

- a. The prices in this bid/offer have been arrived at independently, without, for the purpose or restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- b. The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- c. No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

2. Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- a. Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (1)(a) through (1)(c) above; or
- b. (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated in any action contrary to subparagraphs (1)(a) through (1)(c) above

(Insert full name of person(s) in the bidder/offeror's organization Responsible for determining the prices offered in this bid or proposal, and The title of his or her position in the bidder/offeror's organization);

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (1)(a) through (1)(c) above.

If the bidder/offeror deletes or modifies subparagraph (1)(b) above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

D. Organizational Conflicts of Interest Certification

1. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - a. Award of the contract may result in an unfair competitive advantage
 - b. The Contractor's objectivity in performing the contract work may be impaired; or
 - c. That the Contractor has disclosed all relevant information and requested the Housing Authority to make a determination with respect to this Contract.

2. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Housing Authority of the County of Lebanon (HA CL), which shall

include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The Housing Authority may, however, terminate the Contract for the convenience of the HACL if it would be in HACL's best interest.

3. 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 HACL, HACL may terminate the Contract for default.
4. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to HACL and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

E. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Housing Authority of the County of Lebanon in connection with this request for qualifications; (list the names, titles, email addresses and telephone numbers of the authorized negotiators);

F. Conflict of Interest

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

G. Offeror's Signature

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

Signature & Date: _____

Typed or Printed Name: _____

Title: _____

Appendix 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

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

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

(Firm Name)

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

Signature and Title of Authorized Official

Date

Appendix 6
NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT
(Prime Bidder)

State of _____) ss.

County of _____)

_____ being first duly sworn, deposes and says:
(affiant name)

(1) That undersigned is _____ (a partner or officer of the firm of, etc.)

_____ the party
(business name)

making the foregoing proposal or bid; (2) that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and (3) that no identity of interest exists or will exist between Bidder and the Owner.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the Owner in the contractor;
- (b) If any of the officers or directors of the Owner is also an officer, director, or stockholder of the contractor;
- (c) If any officer or director of the Owner has any financial interest whatsoever in the contractor;
- (d) If the contractor advances any funds to the Owner;
- (e) If the contractor has any interest in the Owner corporation as part of the consideration for payment;
- (f) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or canceling any of the required closing documents.

NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT
(Prime Bidder)

Signature of:

_____ Bidder, if the Bidder is an individual

By: _____ Partner, if the Bidder is a partnership

Title: _____ Officer, if the Bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Authority expires _____, 20_____)