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Request for Proposals

RAD Physical Conditions Assessment (RPCA)

Solicitation Number	Q1805
Due Date	November 30, 2017
Due Time	2:00 p.m. eastern standard time
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Note: Procurement is in a separate building behind the main office building
Electronic Copies:	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org . Use the MS Word version to prepare your proposal.
May responses be emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Paper copies must also be provided
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting Date	Not Applicable
Solicitation Meeting Time	Not Applicable
Solicitation Meeting Location	Not Applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org
Award Results	KCDC posts a list of the proposing firms to its web page at: http://www.kcdc.org/procurement/ . Upon the naming of the recommended supplier, all files are available for public review.

Check KCDC's webpage for addenda and changes before submitting your response



General Information

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 3958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 17 Redevelopment areas.
- b. KCDC seeks proposals from qualified firms to conduct a RAD Physical Conditions Assessment (RPCA) on five developments of a statistically valid sample of its housing centers (dwelling and non-dwelling structures, dwelling and non-dwelling equipment, sites and offices) to include the determination of the expected useful life of all major building systems/components and the potential life-cycle replacement of all major building systems/components during a 20-year term. The developments are located at five locations in the City of Knoxville, Tennessee.
- c. Proposals must demonstrate detailed plans on how the proposer intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the capacity and readiness to perform the Scope of Services immediately upon execution of the contract with KCDC. Finally, the proposals shall include evidence of previous experience and qualifications relative to provision of such services.
- d. KCDC also requests pricing for **optional** future energy audits and utility consumption baseline assessments.
- e. The project locations, site maps and breakdown of units/buildings per development are:

Site	Year Built	Number of Units	Other Buildings
Cagle Terrace 515 Renford Road 37919 Two Towers –each 6 stories	1969	274	
Isabella Towers 1515 Isabella Circle 37915 One Tower-8 Stories	1972	236	
Love Towers 1171 Armstrong Avenue 37917 Two Towers –each 8 stories	1966	249	One single story ancillary structure
Northgate Terrace 4301 Whittle Springs Road 37917 One Tower-13 Stories	1969	277	
Western Heights Multi-Family Style 105 buildings	1940 1953	440	

2. **CHANGES AFTER AWARD**

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept and negotiate these charges.

3. **CONTACT POLICY**

The supplier may not contact an officer, agent or employee of KCDC other than the KCDC’s Procurement Division about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

4. **EVALUATION**

KCDC will arrive at the “lowest and best” solution for the final award. This may not entail simply awarding to the supplier quoting the lowest cost. All responses are subject to a determination of “responsive” and “responsible” prior to award. KCDC is the sole judge as to supplier “responsiveness” and “responsibility.” KCDC reserves the right to request additional information to assist in the evaluation process. This includes references and business capacity information.

- a. KCDC will evaluate responses with a weighted evaluation system. The categories and points assigned for each category are:

Item	Maximum Points
<u>Firm’s Qualifications</u> Evidence of the firm’s ability to provide the requested services as evidenced by the profiles and position descriptions of senior management and technical staff members proposed for the PCA project. (Provide an organizational chart for proposed staffing structure).	30
<u>Experience</u> Documentation in the form of a list of public and private multi-unit residential properties where RPCA services have been performed over the last three (3) years: 1. Provide the name, address and phone number of the owner or contact person for each property. 2. Provide an actual or prototypical RPCA assessment reports as evidence of the proposer’s knowledge of conducting physical needs assessment.	20
<u>Action Plan</u> Overall description of the methodology and staffing pattern use to perform required RPCA services and in compliance with the requirements of the RFP	10
Cost	40
Grand Total Points	100

- b. KCDC will review all proposals properly submitted. KCDC reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC's best interests.
- c. KCDC's Evaluation Team may elect to interview one or more suppliers before making an award.
- d. KCDC's Evaluation Team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- e. All materials submitted pursuant to this RFP become KCDC's property.
- f. KCDC reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that affect KCDC's judgment as to the appropriateness of an award to the best evaluated supplier.

5. **GENERAL INSTRUCTIONS**

KCDC does not insert "General Instructions to Suppliers" in solicitation documents. These instructions are at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions set forth in KCDC's "General Instructions to Suppliers."

6. **INSURANCE**

The supplier agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the supplier's standard business practices and acceptable to KCDC. Supplier shall provide KCDC with a Certificate(s) of Insurance evidencing such insurance **with their proposal**.

7. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. Purchase orders authorize work and obligate payment. KCDC does not have a legal obligation to pay for work or goods delivered prior to purchase order issuance.
- b. Suppliers are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold. To expedite processing, invoices suppliers may submit invoices via e-mail.
- c. KCDC pays by electronic transfer (ACH) only.

8. **LENGTH OF AWARD**

The length of the contract will initially be 12 months along with four optional yearly renewals that KCDC may exercise at its discretion.

9. **PRICE STRUCTURE**

- a. At the end of each award year, the successful supplier may request a price increase. The supplier must provide proof of increased costs for KCDC to consider the request. KCDC may, at its option accept or reject the proposed price increase.
- b. If KCDC rejects a proposed price, the successful supplier may continue with the existing pricing, suggest an alternative price increase or decline the renewal.

10. **QUALIFICATIONS**

The proposer must have

- a. Training and experience to evaluate building systems, health, and safety conditions, and physical and structural conditions, and to provide cost estimates for maintaining, rehabilitating, or improving deficiencies, using both traditional and Green principles.
- b. Environmental expertise, as inspection will include environmental issues as well.
- c. All required licenses.
- d. Leadership in Energy and Environmental Design Accredited Professional (LEED AP), in either the United States Green Building Council's LEED New Construction and Major Renovation or the LEED Existing Building Maintenance and Operations examination tracks, or an equivalent designation.
- e. Completed 10-hours of education in the last calendar year in the areas of Green Building, Sustainability, Energy Efficiency, or Indoor Air Quality.
- f. Knowledge of the requirements for the "green building" standard, if any, identified by the owner, which may include: Enterprise Green Communities, LEED-H, LEED-H Midrise, LEED-NC, ENERGY STAR New Homes, ENERGY STAR Multifamily High Rise, EarthCraft House, EarthCraft Multifamily, Earth Advantage New Homes, Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label), and the National Green Building Standard (NGBS) or other industry-recognized green building standard deemed acceptable by HUD in its sole discretion.
- g. Completed written evaluation reports for similar types of multifamily or public housing rental projects in similar physical condition and age in the subject market or in similar areas, preferably including two or more buildings that were receiving Section 8 or public housing assistance when the report was prepared.
- h. Produced reports that are well regarded in the marketplace in terms of content, timeliness and responsiveness. The proposed team members should have this personal experience, not just the company.

- i. The capacity to complete the project inspection and prepare the report in a time frame acceptable to the Lender/Owner.
11. **RIGHT TO REVISE**
KCDC reserves the right to add similar items/services or delete items/services specified herein as requirements change during the course of the contract. KCDC and the supplier will mutually agree to prices for items or services added or deleted before the change occurs.
12. **SECTION 3 OF THE HUD ACT OF 1968**
Section 3 is a provision of the Housing and Urban Development Act of 1968, which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.
- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project.
 - b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
 - c. Suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for quotes or quotes and copies of affirmative action plans.
 - d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs and placing ads are ways of getting jobs and people together.
 - e. All contracts awarded are subject to Section 3 requirements. Supplier will seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 865-544-5269.
 - f. A Section 3 resident is one who lives within federally subsidized housing and whose income is below HUD's low income requirements.

- g. A Section 3 business is one that:
1. Is at least 51% owned by a Section 3 resident; or
 2. Employs Section 3 residents for at least 30% of its employee base; or
 3. Commits to sub award at least 25% of the project's dollars to a Section 3 business.

Scope of Work

13. INTRODUCTION

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

14. OVERVIEW

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

The RPCA has three parts (**Parts 2 and 3 are future options**):

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

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

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

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

15. **STATEMENT OF WORK**

The supplier will:

- a. Perform a Physical Condition Assessment (PCA) for each asset specified by the Lender/Owner and report the findings.
 - (i) The report shall be prepared according to the Fannie Mae document: “Physical Needs Assessment Guidance to the Property Evaluator” (Exhibit 1), except as modified herein. This standard is meant to meet or exceed ASTM E 2018-08, Annex 1.1 concerning multifamily properties as well as Appendix XI.1 concerning qualifications, X1.2 concerning verification of measurements and quantities based on as-built drawings when available or field counts or measurements when necessary, X1.3 concerning service company research. Appendix X1.5 concerning the recommended table of contents is also recommended. Further, this report must be “MAP-compliant,” fully meeting or exceeding the current requirements of HUD Multifamily Accelerated Processing.
 - (ii) The report shall include color photographs and a detailed narrative describing the property’s exterior and interior physical elements and condition, including architectural and structural components, and mechanical systems.
 - (iii) The Contractor shall conduct and document site inspections of enough dwelling units to be able to formulate an accurate estimate of repair, replacement and major maintenance needs and all office, community space, and common areas. In no event shall the inspection be of less than 25% of occupied units, and 100% of all vacant units and common areas.
 - a. In some cases, depending on the size and condition of the Project, all or nearly all units will need to be inspected by the supplier.
 - b. In other cases, a lesser number of units may need to be inspected by the supplier. But in no event shall the number of units be less than specified in subparagraph (iii) above.
 - c. The department expects that appropriate statistical sampling methods and techniques will be used by the supplier to reach conclusions about repair needs.

Units shall be randomly sampled while taking into consideration occupied and unoccupied units and the unit size mix, i.e. one bedrooms, two-bedrooms, etc. If a significant number of units are found to be in poor condition, the Lender/Owner may require that additional units be inspected. The Contractor may also determine that additional units and/or common areas require inspection to fully achieve the objective of considering green building principles, and if so, must coordinate the parameters of the inspection with the Lender/Owner.

- (iv) The inspection must document individual building write ups for all multi-building complexes,
- (v) For older structures the Contractor/ and lender should consider forensic investigations of primary building systems, including but not limited to structural, building envelope, conveyance, mechanical, electrical and plumbing systems, where visual or non-invasive examination alone may not be sufficient to support a conclusion about the condition or remaining useful life of system components.

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

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

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

(vii) The report shall include:

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

Critical repairs include:

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

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

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

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

- (5) State and Local Accessibility Laws. The Fair Housing Act does not preempt state and local government measures affording persons with disabilities greater access than is required by the Fair Housing Act and some state and local governments do apply more stringent requirements. When state or local requirements exceed the Fair Housing Act design and construction requirements, the former prevail to the extent of such excess.

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

f. **Environmental Concerns:**

(1) This applies to all existing properties constructed prior to 1978 which have not been demonstrated to be LBP- and/or asbestos-free. For projects that contain LBP and/or asbestos, the Contractor is responsible for engaging the services of a qualified LBP and/or asbestos abatement contractor(s) to prepare a scope of work for the abatement of LBP and/or asbestos. Where the scope of abatement work consists of permanent enclosure or encapsulation, but not removal, of LBP and/or asbestos, the qualified abatement contractor(s) must also prepare, separate from the scope of abatement work, an Operations and Maintenance (O&M) Plan for LBP and/or asbestos. The O&M Plan contains ongoing maintenance activities for LBP and/or asbestos, to be followed for as long as the LBP and/or asbestos remains in place. All abatement work and ongoing maintenance activities for LBP and/or asbestos shall conform to the following Regulatory requirements:

- a. For LBP, 24 CFR Part 35;
- b. For asbestos, 40 CFR Part 61.

(2) The report shall provide a description of directly observed potential on-site environmental hazards and include a completed Environmental Restrictions Checklist (see Exhibit 2).

(3) The report must meet HUD's requirements, as they may be modified from time to time, for the detection and remediation of radon. These requirements were initially described in HUD Mortgage Letter 2013-07, issued January 31, 2013.

g. **Green Building Principles:** An objective of the report is to identify all opportunities to improve energy efficiency, maximize water efficiency, use re-used and recycled materials where practical, safeguard the indoor air quality of the property, be of less harm to the environment generally, and remove/ re-use replaced materials and construction debris appropriately. The Contractor is required to evaluate all components in the building, all building systems, and all components on the property, and the property itself, to identify all opportunities to achieve the stated objective. The Contractor is expected to consider the most promising types of improvements being used generally in applicable green buildings, to identify all alternatives considered, to provide a justification for the green alternative recommended and a brief explanation of why the non-selected alternatives are less appropriate for the subject property. Each line item must identify the:

(1) Costs of the traditional repair/replacement to meet local building code, as applicable, and the alternative using green building principles;

(2) Cost estimate for both the traditional and green approaches; and

(3) Expected benefits of the green alternative, both financial and non-financial.

(viii) The report shall identify any physical deficiencies as a result of:

- a. A visual survey;
- b. A review of any pertinent documentation; and
- c. Interviews with the property owner, management staff, tenants, interested local community groups and government officials, where appropriate.

(IX) The report shall include the Contractor's professional opinion as to whether tenant relocation is necessary to complete the recommended scope of work for rehabilitation.

b. The RPCA must also include the following subcomponents:

(i) Acknowledgements (who prepared report, the preparer's qualifications or a certification that the preparer meets the required qualifications, when the report was prepared, who received report, and when the report was reviewed).

(ii) Appendices (color photographs, site plans, maps, et cetera).

c. In addition, the contractor shall:

(i) Recommend any additional professional reports needed, for example, to determine the presence or degree of structural defects, or to complete additional investigation into an environmental issue, such as radon testing that was not envisioned at the time of engagement. The Lender/Owner will be responsible for obtaining such reports.

(ii) If requested by the Lender/HUD, the RPCA Contractor will review the requirements of a particular "green building standard"³ and include in the RPCA its professional opinion on whether the rehabilitation recommended in the RPCA will meet the requirements of the particular "green building standard".

(iii) If the services of a subcontractor were secured to inspect the property and complete the report, the contractor shall review the inspection for quality, consistency, and agreed upon format and conformance with these requirements.

(iv) If requested by the Lender/Owner, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.

d. **DELIVERABLES**

1. A draft narrative report and RPCA model (with completion of these worksheets: Component Replacement Summary, Utility Types and Rates, Cap Needs Input, 20 Year Schedule, Detailed 20 Year Schedule, Rehab Escrow Needs (lender/owner will assist with global input assumptions), Utility Savings, at least cell D28 of Water Savings, Utility Data Collection, and the Reserves 20 Year Schedule) shall be submitted electronically, as instructed by the Lender/Owner, for review prior to completion of the final report.

2. The Lender/Owner will review the draft deliverables and discuss any necessary corrections with the supplier that are necessary for the drafts to be finalized.
3. The final narrative report shall be completed in the number of originals and copies requested by the Lender/Owner. It will also be submitted electronically along with the RPCA model, as instructed by the Lender/Owner.

NOTE: The final deliverable from the RPCA contractor shall consist of two files:

1. PDF file, including the narratives from all three parts of this statement of work (PCA, Energy Audit and Utility Consumption Baseline.)
2. EXCEL file of the completed RPCA model.

16. **PART 2. ENERGY AUDIT (Optional for the future)**

a. **Statement of Work**

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

An energy audit identifies how energy and water is used in a facility.

- (i) Data is collected on energy and water use and costs and a physical inspection of the property and energy-related equipment is performed.
 - (ii) The physical inspection reviews equipment and space conditions, past maintenance schedules, remaining useful life, and system performance, along with building envelope characteristics and conditions.
 - (iii) Physical inspection may also consider indicators of performance issues such as leaking or soiled heat exchangers, high humidity, poor space temperature control, and comfort concerns. Some of these characteristics may be indicators of improperly sized heating or cooling equipment.
- b. An energy audit analyzes utility costs of the existing property, including separate rates, if any, for owner and tenant accounts, such as for electricity. Utility data is trended and benchmarked against similar properties with like heating and cooling requirements, and used to provide estimates of energy and water savings that may be gained by implementing cost effective conservation measures.
- c. An energy audit provides a prioritized list of recommended cost-effective energy and water efficiency improvements to reduce utility costs.
- (i) Cost-effective energy and water efficiency improvements are energy or water conserving measures whose estimated utility savings exceed the installed cost of the improvement over the measure's useful life.

- (ii) Recommendations are based on engineering and economic analysis and consider factors such as operating hours, equipment efficiency, and building and occupant energy and water demand characteristics.
 - (iii) Costs are generally developed through industry norms or available historical project information.
- d. Insulation in attics, walls, basements, floors, and ducts for heating and cooling circulation, should, at a minimum, be upgraded to current local building code for new construction, unless prevented by physical obstructions. Additional insulation beyond code should be recommended if cost-justified.
 - e. In addition, the energy audit includes a recommendation on whether additional caulking and sealing is a cost-justified expenditure.
 - f. An energy audit report includes the following:
 - (i) Current energy, water and sewerage usage and costs (kilowatt-hour, therms, ccf, utility cost) input in the RPCA model. NOTE: This requirement includes all utility usage at the property, both tenant-paid and owner-paid, and all common areas.
 - (ii) Evidence that the Contractor used the Air Conditioning Contractors of America (ACCA) Manual J guide or another recognized methodology to size the recommended heating and cooling systems. The sizing shall consider other energy-related improvements being made to the property, including additional insulation, energy-efficient windows, etc. The Lender/Owner may request the Contractor prepare several calculations based on possible improvements or may contact the Contractor subsequent to the completion of the initial calculation and ask for a revision based on a specific set of improvements.

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

- a. When the existing units are already the smallest available and there are no known property management or tenant complaints indicating that the existing systems may be inadequate. To justify this exception, the Contractor must inquire of the site property management and of any tenants encountered during the inspection of units, and not receive comments that would cause the Contractor to question the adequacy of the existing systems.
- b. When the existing units use electric baseboard heat and conversion to another heat system has been determined to be infeasible. To justify this exception, the Contractor must consider any comments about unit heating received from inquiring of the site property management and of any tenants encountered during the inspection of units and state why conversion to another source is infeasible.

- (iii) Evidence that the contractor analyzed the existing size of hot water heaters and analyzed the appropriate efficient replacement size using First Hour Rating (primarily for individual tenant hot water heaters) or other professionally recognized sizing tools with a goal of providing sufficient but not excess capacity.
- (iv) Evidence that the contractor inspected the ductwork for leakage and recommended and priced appropriate repairs. HUD's objective is to identify energy-saving opportunities and is relying on the contractor's professional judgment as to the extent of inspection, testing, cleaning and repair that is warranted for the specific property. If the ducts are accessible, the contractor is to conduct a visual inspection and make recommendations for repair of any loose/ broken connections or other leaks. If the ducts are not accessible, the contractor is to provide an opinion on the likely cost-benefit analysis of repairing the ducts and the approach recommended to do so (including use of an aerosol-based product).
- (v) Completed "Utility Types and Rates" worksheet in the RPCA model provided by the Lender/Owner.
- (vi) Completed "Utility Savings" worksheet in the RPCA model provided by the Lender/Owner.
- (vii) Completed "Water Savers" worksheet with **at least cell D28** being populated (otherwise this worksheet is an optional approach to estimating water savings);
- (viii) Prioritized list of recommended energy efficiency improvements. At a minimum, in evaluating recommended improvements, the contractor evaluates and comments on:
 - a. Wall, ceiling and basement (if applicable) insulation – describe existing, cite the local code for new construction
 - b. Exterior doors – weather stripping, caulking, insulation characteristics, possible needed replacement and standards
 - c. Storm doors (where they currently exist) – weather stripping, caulking, insulation characteristics, possible needed replacement and standards
 - d. Dishwashers (where they currently exist) – efficiency standard, age, replacement options
 - e. Windows/sliding glass doors – considering age, weather stripping, caulking, air conditioning sleeves
 - f. HVAC – age, size and rated efficiency of units, age and type of thermostat
 - g. DHW – age, size and rated efficiency of units, insulation, temperature setting and set-backs, appropriate efficiency and size for replacement units
 - h. Refrigerators – age, size, rated efficiency of units, potential replacements

- i. Water – flow rate of shower and faucets, hot water temp at tap, hot water pipe insulation, toilet tank size
 - j. Ventilation – kitchen and bath ventilation (recirculating or outside), appropriate size for replacement units
 - k. Apartment lighting – existing lighting methods, over-lighted conditions, conversion to CFL bulbs or fixtures
 - l. Lobby, common area, corridor – exterior doors (see above), existing lighting methods, lighting (sufficiency/excess, conversion to CFL bulbs and/or fixtures, T-8 (or smaller) electronic ballast fluorescent, LED exit light and automatic control potential)
 - m. Exterior lighting (including parking area) – existing number, type, sufficiency/ excess illumination levels and efficiency of lighting type, conversion potential to more efficient lighting type, automatic controls
 - m. Central Plant Boilers/Hot water - efficiency, age, potential for combined heat and power (CHP), set backs
 - o. Laundry Area – identify if leased or owned, number and type of appliances, size, age, efficiency rating
 - p. Other commercial or office space – same evaluation
 - q. Possibility of cost effective change in fuel/ heating system type
 - r. Evaluation of rate options, if any, with the utility companies for different site uses, e.g., residential/ commercial rates, peak load management rates.
- (ix) An initial assessment of the potential feasibility of installing alternative technologies for electricity, heating and cooling systems, and hot water heating (collectively called Green Energy Technologies) at the property. The auditor is to comment specifically on each of the following:
- a. Photovoltaic for electricity
 - b. Solar thermal for hot water heating
 - c. Wind turbine
 - d. Combined heat and power
 - e. Geothermal heat pumps, and
 - f. Fuel cells.

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

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

- (x) Installed cost estimates for recommended energy and water efficiency measures.
 - (xi) Expected useful life of recommended energy and water conservation measures.
 - (xii) Annual energy and water saving estimates (consumption and cost reductions). In considering cumulative savings, the auditor should consider how measures may interact and be realistic about the overall portion of existing utility use that might be conserved.⁴ The utility savings estimates will be contained in the Utility Savings worksheet of the RPCA model (note that the auditor may use the optional “Water Savers” worksheet of the model but must complete cell D28 of that worksheet for the total estimate of water savings).
 - (xiii) Simple payback period in years for each evaluated measure, whether recommended or not. If more than one measure was evaluated, include a brief discussion of all measures evaluated and a justification for the one recommended in the narrative report. Include the recommended measure in the Cap Needs Input worksheet of the RPCA model.
- g. The RPCA should also include acknowledgments (who prepared report, the preparer’s qualifications or a certification that the preparer meets the qualifications required in Part 2.1, when report was prepared, who received report and when report was reviewed).
- h. In addition to the above, the auditor shall:
- (i) Recommend any additional professional reports needed (including, for example alternate energy system feasibility studies, air infiltration tests for energy loss and ventilation needs, blower door tests, infrared imaging, duct blasting, etc.). The Lender/Owner will be responsible for obtaining such reports.
 - (ii) If the services of a subcontractor were secured to perform the RPCA, the Contractor shall review the inspection for quality, consistency and agreed upon format and conformance with the report requirements.
 - (iii) If requested by the Lender/Owner, attend a formal kick-off meeting to clarify the requirements and scope of the work to be performed.
- i. Deliverables
- The report and completed worksheets of the RPCA model are made a part of the overall RPCA deliverables submitted by the RPCA contractor. See Part 1, paragraph 3 for instructions on delivering the draft and final narrative reports and RPCA model to the Lender/Owner.

17. **PART 3. UTILITY CONSUMPTION BASELINE (Optional for the future)**

a. **Introduction**

1. Overview: The goal of this statement or work is to establish a twelve-month consumption baseline for normalized heating, cooling, lighting, and other electric, gas and water usage (not cost) by property.
2. Consumption Period for Demonstration Due Diligence: The contractor, in consultation with the owner, will establish a twelve-month consumption period, generally ending just prior to the application to the RAD program and maximizing availability of actual data. The twelve-month period covered should be recent and similar for each utility and should conclude prior to any rehabilitation beginning at the property.
3. Consumption Data Collection: The result will be to understand and document what types of utilities are used, from what sources, how they are used and in what amounts they are used. Information on how utilities are used will come from the owner and RAD Physical Condition Assessment (RPCA) through the Energy Audit. In order to obtain the data, the contractor will receive releases from the owner, including releases the owner has obtained from tenants for tenant accounts so that the contractor can obtain consumption data directly from each utility provider. The owner may also provide actual billing data.
 - (i) For each property paid utility, the releases will be executed by the owner and obtained from the owner by the Contractor.
 - (ii) For tenant paid utilities, the releases will be executed by tenants, obtained from the tenants by the owner, and obtained from the owner by the Contractor. Releases will be requested from tenants who have been in residence 12 months or more and new entrants. For non-metered fuel sources, such as propane or heating oil, the Contractor will obtain releases from the owner to obtain 14 months of billing history from the supplier(s), or if suppliers are not willing/ capable of providing histories, the Contractor will obtain copies of bills from the owner.
4. Data Ownership: All energy usage data and analysis is the property of HUD.

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

1. Project identifiers -PIC Number, property name, property location, name of contractor, ownership name and contact information, management agent contact information, if any, etc.
2. For all utilities associated with the property:
 - (i) Identify vendors/sources.
 - (ii) Identify use for residential: heat, hot water, lighting, a/c.

- (iii) Identify use (generally on separate meters) for non-residential: common/exterior lighting, laundry, office, maintenance shop, commercial (some projects have commercial leases).
 - (iv) Identify how the utility is used, for example, central steam boiler, forced air furnaces, heat pumps, window type air conditioners, central air, electric baseboard heat, common area lighting (incandescent or fluorescent, other) exterior lighting (type of lighting device).
 - (v) Identify party responsible for payment, owner or tenant.
 - (vi) Note any non-metered fuel source usage such as heating oil or propane.
 - (vii) Note any observed anomalies regarding rate structure, metering, on-site generating via solar panels, wind turbines, etc.; and
 - (viii) To the extent possible and applicable, estimate the commercial and non-residential portion of the use versus the residential use.
3. The Narrative is submitted as a PDF file.
4. Completed Utility Baseline – Summary and Utility Baseline – Monthly worksheets in the RPCA model, including:
- (i) General property information, utility provider information, and a property profile that includes the number of buildings, square footage, vacancy, and number of units.
 - (ii) An overall summary of annual utility consumption across the entire property by utility type.
 - (iii) An overall summary of annual utility consumption for each utility type and each meter at the property.
 - (iv) Monthly utility consumption for each meter at the property.
 - (v) For non-metered fuel sources such as heating oil or propane, attach detail for 14 months of consumption, and document how the estimate of twelve-month consumption was reached.
 - (vi) Adjust the actual consumption (usage) to produce weather-normalized summary consumption (usage). Use appropriate localized weather pattern data. Document the weather-normalization calculation in the Narrative. Note that HUD requires both raw and weather-normalized data.
 - (vii) Adjust usage, based on available data, to a pro-forma 100 % occupancy by estimating additional use for unoccupied units. (This is in addition to, and complements, estimation for data gaps on occupied units.) This may affect some utilities, like water or electric, more than others, for example if heat is centrally provided.

(viii) Establish an optional pro-forma adjustment factor to the consumption for cases where the RAD transaction involves changes in services provided at the property, for example the addition of air conditioning. If requested, supply estimate of utility consumption for the added service.

(ix) Supply the completed RAD Utility Consumption workbook in Microsoft Excel, in the format required by HUD.

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

c. Deliverables

The narrative report and completed Utility Consumption – Summary and Utility Consumption – Monthly worksheets in the RPCA model are made a part of the overall RPCA deliverables submitted by the RPCA contractor. See details earlier in this document for instructions on delivering the draft and final narrative report and the EXCEL workbook to the Lender/Owner.

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

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

Submittal Structure Instructions

1. Submit your information in the order indicated below:

Document Number	Title	Form Provided by
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Certificate of Insurance Certification	Supplier
Solicitation Document E	Firm’s Qualifications	Supplier
Solicitation Document F	Experience	Supplier
Solicitation Document G	Action Plan	Supplier
Solicitation Document H	Cost	Supplier

2. Place your company’s name on each page and number all pages consecutively.
3. The use of tables in presenting information facilitates the evaluation team’s review.
4. Fancy brochures and advertisements are not necessary.
5. Do not use phrases such as “See the attached” or “Will be provided upon award.”
6. Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include binder clips, staples and three ring binders.

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Solicitation Document A General Information

Sign Your Name to the Right of the Arrow 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

Printed Name and Title 

Company Name 


Street Address 

City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Cell Number 

Supplier's e-mail address 

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid/proposal/quote.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

As defined on KCDC's webpage (see the "General Instructions to Suppliers"), this business qualifies as:

Section 3 Small Business Woman Owned

Prompt Payment Discount

A discount of ____% is offered if payment is made within 30 days

Insurance Requirements

I have reviewed the insurance requirements in this solicitation and will provide KCDC with a Certificate of Insurance adhering to these requirements within the stated number of days. Yes No

Mastercard

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Supplier: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

9. Iran Divestment Act:

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ *[insert*
full name of person(s) in the bidder's organization responsible for
determining the prices offered in this bid or proposal, and the title of
his or her position in the bidder's organization];

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

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

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

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

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Bidder's Signature

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

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

Supplier: _____

Insurance Agreement:

1. I have read, understand and will comply with the insurance requirements listed earlier in this document.
2. I have or upon award will obtain the described insurances within 15 calendar days of notification.
3. I understand that my failure to supply the certificate(s) of insurance within the allotted calendar days is grounds for forfeiture of my award without notice by KCDC.
4. I understand that complying with the insurance requirements is entirely my responsibility and that KCDC does not have to provide any assistance though if it does, the assistance does not obligate additional assistance or extend the deadline.
5. I understand that if I use subcontractors, it is entirely my responsibility to have satisfactory insurance certificates from them within the stated number of calendar days. Failure to do so is grounds for forfeiture of my award without notice by KCDC.

The undersigned certifies that their submittal is in full compliance with the listed insurance requirements and that insurance certificates will be supplied as directed and within the timeline allotted.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

Supplier: _____

Provide evidence of the firm's ability to provide the requested services.

1. Provide detailed information of your company, emphasizing your qualifications and major organizational strengths, information regarding staff experience and qualifications that demonstrates the capacity to perform the required services. Proposals shall describe the key personnel, specialist and consultants who will be assigned work under a contract resulting for this RFP process.
2. Provide a concise description of your managerial and financial capacity to deliver the proposed services and a description of the resources, background and current organization of the firm.
3. Provide brief resumes of all key personnel, specialists and consultants who will perform the work required by a contract potentially resulting from this RFP. Identify their specific role in the provision of services required. Resumes should include the particular relevant experience of the individual as it relates to their proposed role in the project, in addition to the education career and achievement data typically included in a resume. Include evidence of required license(s) and certification(s), as applicable, held by the proposer, its principals, and/or key staff.
4. Provide an organizational chart for proposed staffing structure.
5. Other information that evidences the ability to perform the requested services satisfactorily.

Supplier: _____

Provide documentation of public and private multi-unit residential properties where RPCA services have been performed over the last three years.

1. Provide an actual or prototypical RPCA assessment reports as evidence of the proposer's knowledge of conducting physical needs assessment.
2. Indicate the number of assessments conducted over the past three years.
3. Submit a minimum of three clients, including any Public Housing Agencies for whom similar services have been provided within the last three years. The listing shall, at minimum, include:
 - Clients business name
 - Clients business address
 - Contact Name
 - Contact's telephone number and email address
 - A brief description and scope of the service(s) and the dates the services were provided.
4. Other information that evidences the ability to perform the requested services satisfactorily.

Supplier: _____

Provide an overall description of the methodology and staffing pattern planned to perform required RPCA services and in compliance with the requirements of the RFP. At a minimum, clearly detail the following:

1. Provide a detailed narrative that demonstrates understanding of KCDC's requirements. Provide a detailed narrative that demonstrates the proposer's intended approach.
2. Outline the anticipated approach for each element of work identified in the Scope of Services.
3. Address your service plan.
4. Describe how the work will proceed and how long the project will take.
5. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information.
6. Other information that evidences the ability to perform the requested services satisfactorily.

RAD Physical Conditions Assessment (RPCA) Q1805
Solicitation Document H Cost Proposal

Supplier: _____

1. Provide the individual fixed prices for conducting the physical conditions assessment at each of the individual locations in this format:

Item	Cagle	Isabella	Love	Northgate	Western
Physical Condition Assessment Report					
Energy Audit <i>(future option)</i>					
Utility Consumption Baseline <i>(future option)</i>					
Total for the above items					
Grand Total for all sites all items					
Grand Total for all sites Physical Condition Assessment Report only					

2. Provide the grand total cost of service for all of the sites.
3. Provide any additional costs are to be attributed accordingly to each site as necessary.
4. Indicate a pricing scenario for future additional work (if KCDC so desires).
5. Provide a separate price quote for an Energy Audit and a Utility Consumption Baseline to be performed if needed.
6. Other information concerning pricing and options.