Philadelphia Housing Authority
Building Beyond Expectations

3100 PENROSE FERRY RD | P215.684.4000
PHILADELPHIA, PA 19145 | www.PHA.PHILA.G

RFQ Number: P-004428
Date of Issuance: September 5, 2014
Proposal Due Date: October 6, 2014 (11:00 A.M.)

To Prospective Offerors:

The Philadelphia Housing Authority ("PHA" or the "Authority") is hereby requesting qualifications for:

Environmental Consultant Services

The Philadelphia Housing Authority (PHA or Authority) is organized under the laws of the Commonwealth of Pennsylvania to develop, acquire, lease and operate low-rent housing programs. The PHA is the largest housing agency in the Commonwealth and the fourth largest in the nation. The Authority has approximately 81,000 residents in 34 conventional developments, and about 5,000 scattered site units. Additionally, PHA currently administers over 16,000 Housing Choice Vouchers. PHA has an annual budget of approximately $371 million, which is primarily funded by the U.S. Department of Housing and Urban Development.

Offerors must submit one (1) original hard copy and seven (7) copies of their bid, including the required bid forms, as well as an electronic copy (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats, and the proposal shall be based upon and in conformity with this Request for Qualification. The qualifications shall be enclosed in an envelope, which shall be sealed and clearly labeled "Solicitation No. P-004428, entitled Environmental Consultant Services, Not To Be Open Until 11:00 AM, October 6 , 2014." The bidder shall be responsible for the placement of his/her firm's name on the outside of the envelope. Bids must be received by PHA Contracts Department at 3100 Penrose Ferry Road, Philadelphia, PA 19145, no later than 11:00 A.M. on proposal due date indicated above. Late proposals will not be considered. Photo identification is required for entrance into our facility. BIDS SUBMITTED VIA ELECTRONIC MAIL WILL NOT BE ACCEPTED.

Requests for additional information should be directed to the Contracting Officer's representative, William Cook, Sr. Sourcing Manager - Procurement, Philadelphia Housing Authority, 3100 Penrose Ferry Road, Philadelphia, PA 19145, (215) 684-4223, Fax (215) 684-4092. E-mail: William.Cook@pha.phila.gov . Note that inquiries received later than seven (7) days before receipt of proposals may not receive a response.

Sincerely,

KELVIN JEREMIAH
PRESIDENT AND CEO

Philadelphia Housing Authority
Building Beyond Expectations

MANDATORY SUBMISSIONS CHECKLIST

P-004428 Environmental Consultant Services

A complete proposal package will consist of the items identified below. Proposers must complete this checklist to confirm the items are included in the proposal, and return this checklist with the proposal package. Place a check mark or "X" next to each item that is being submitted with the proposal. For the proposal to be responsive, all required attachments must be returned.

Proposer Requirements	Proposal Reference	Completed (X)
1. Submitted Required Number of Copies ☐ (Price and Technical) and CD ROM		☐
2. Cover Letter ☐ Name of the Firm with the Contact Information ☐ Organizational Structure ☐ Brief Approach Description		☐
3. Proposal Form - Section H ☐ Completed and Signed ☐ Addenda Acknowledged		☐
4. Qualification Statement ☐ Narrative of Work Experience ☐ Work Plan ☐ Resumes of Key Personnel ☐ Roles and Responsibilities of Staff ☐ List of Work References (at least 3) and completed reference surveys. ** Surveys can either be emailed, directly from reference to sourcing manager or submitted to bidder in a sealed envelope from reference to be included with submitted proposal		☐
5. Certification and Representations Form - Section I ☐ Completed and Signed ☐ Non Collusive Affidavit included if Clause 5(e) checked		☐

6. Affirmative Action Forms - Section J ☐ J24 - Schedule Of Participation ☐ J25 - Schedule Of Binding Commitments With Minority And Women Owned Businesses ☐ J26 - Documentation of Best Efforts ☐ J27 - Information and Assistance Provided to Certified MBE/WBEs ☐ J28 - Affidavit of Unavailability of MBE/WBEs ☐ Forms J30 - J32 in addition to Forms J24 - J26 for Joint Ventures ☐ J30 - 32 Joint Venture Questionnaire		☐
Proposer Requirements	**Proposal Reference**	**Completed (X)**
7. Section 3 Program Forms - Section K ☐ Form 1 - Existing Employee List ☐ Form 2 - Hiring Plan ☐ Form 3 - Hiring and Contracting Goals Narrative ☐ Form 4 - Contracting Plan Worksheet ☐ Form 5 - Subcontractor Activity (If Applicable) ☐ Form 6 - Resident Affidavit (If requesting Section 3 Preference) ☐ Form 7 - Section 3 Business Concerns (If requesting Section 3 Preference) ☐ Form 10 - Utilization Plans (If Tier 3 is selected)		☐
8. Exceptions to PHA's Contract Terms and Conditions PHA will not consider any exceptions that are not submitted by bidder or offeror unless they are present at the time of bid or offer.		☐
9. Evidence of Required Insurance or Ability to Obtain Insurance		☐

PHILADELPHIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT DEPARTMENT
Past Performance Survey
Solicitation #-P-004428- Environmental Consultant Services

Contractor Name: _____

CLIENT INFORMATION

☐ Commercial Client ☐ Government Client

Client Name: _____

Client Address: _____

_____ _____ _____
City **State** **Zip Code**

Project Name: _____ **Total Project Value:** _____

Performance Period:	**Teaming Partner(s):**
Government or Commercial Project Manager Contact Name: _____ Title: _____ Phone number: _____ Fax number: _____ E-mail address: _____	**Alternate Government or Commercial Project Manager Contact** Name: _____ Title: _____ Phone number: _____ Fax number: _____ E-mail address: _____

SPECIFIC PERFORMANCE

Instructions: This part consists of open-ended questions to determine the scope, complexity, and relevance of the project to the current requirement. Please answer the questions concisely and to the best of your knowledge.

1. Describe the overall project type the contractor provided.

2. Describe the end goal/end product and result.

3. Describe the long-term program development involved in performing this task.

4. Describe the level of planning and staffing contractor was required to perform and if they met the contracts exceptions.

5. Describe the average timeline involved in completing this project and if contractor met that timeline within reason.

Forward Replies to: **at the following e-mail:**

Past Performance Survey

PAST PERFORMANCE RATINGS

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Comments to support ratings may be noted on last page. The Government will assess an overall past performance rating for each reference contacted. The overall ratings of each reference will then be combined to arrive at a final past performance rating that will be assigned points based upon the following rating scheme:

RATINGS ARE DEFINED AS FOLLOWS:

Definition	Description
Excellent	The Contractor demonstrates an excellent performance level in all categories. There have been no performance problems and the Contractor has demonstrated initiative to enhance/exceed contractual requirements and objectives. The Contractor also has maintained an excellent Contractor/Government relationship throughout contract performance
Good	There are no quality of service problems; no cost/price issues; and no delays. Responses to inquiries and technical/service administrative issues are consistently effective and responsive. Non-conformance does not impact achievement of contract requirements.
Acceptable	Non-conformances are minor and have little impact in achievement of contract requirements, requires minor intervention by Government personnel to resolve issues.
Marginal	Non-conformances are impacting achievement of contract requirements, requires substantial intervention by Government personnel to resolve issues.
Unacceptable	Non-conformances are compromising the achievement of contract requirements, despite substantive intervention by Government personnel.

Past Performance Survey

PART 1: GENERAL PERFORMANCE

INSTRUCTIONS: PLEASE CHECK THE APPROPRIATE RATING

Quality of Service	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Compliance with contract requirements	☐	☐	☐	☐	☐	☐
2. Accuracy of Reports	☐	☐	☐	☐	☐	☐
3. Effectiveness of Personnel	☐	☐	☐	☐	☐	☐
4. Technical Excellence	☐	☐	☐	☐	☐	☐
5. Record of conforming to specifications and standards of good workmanship	☐	☐	☐	☐	☐	☐
6. Ability to provide services nationwide, including small and rural communities	☐	☐	☐	☐	☐	☐

Cost Control	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Record of forecasting and controlling target costs	☐	☐	☐	☐	☐	☐
2. Current, accurate, and complete billings	☐	☐	☐	☐	☐	☐
3. Relationship of negotiated costs to actual	☐	☐	☐	☐	☐	☐
4. Cost efficiencies	☐	☐	☐	☐	☐	☐

Timeliness of Performance	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Met interim milestones	☐	☐	☐	☐	☐	☐
2. Reliability	☐	☐	☐	☐	☐	☐
3. Responsive to technical direction	☐	☐	☐	☐	☐	☐
4. Completed on time including wrap up	☐	☐	☐	☐	☐	☐
5. Met delivery schedules	☐	☐	☐	☐	☐	☐

6. Amount of Liquidated Damages (Excellent=Low or None, Unacceptable= High)	☐	☐	☐	☐	☐	☐

Business Relations	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Effective Management, including subcontracts	☐	☐	☐	☐	☐	☐
2. Reasonable/cooperative behavior	☐	☐	☐	☐	☐	☐
3. Responsive to contract requirements	☐	☐	☐	☐	☐	☐
4. Notification of problems	☐	☐	☐	☐	☐	☐
5. Flexibility	☐	☐	☐	☐	☐	☐
6. Pro-active vs. Reactive	☐	☐	☐	☐	☐	☐
7. Effective small/small disadvantage business subcontracting program	☐	☐	☐	☐	☐	☐
8. History of staff turnover	☐	☐	☐	☐	☐	☐

Customer Satisfaction	Excellent	Good	Acceptable	Marginal	Unacceptable	N/A
1. Commitment to customer satisfaction	☐	☐	☐	☐	☐	☐
2. Would you recommend selection of this firm again?	☐	☐	☐	☐	☐	☐
3. Overall Rating of Contractor	☐	☐	☐	☐	☐	☐

ADDITIONAL COMMENTS:

Name and Signature of Reference _____ **Date** _____

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A. INSTRUCTIONS TO OFFERORS

1. Preparation of Offers

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

(b) Each offeror shall furnish the information required by the solicitation as indicated in the Scope of Work and Mandatory Submissions Checklist, immediately proceeding this Section A. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to PHA.

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

(d) If this solicitation requires proposing on all items, failure to do so will result in the proposal being rejected. If proposing on all items is not required, proposers should insert the words "NO PROPOSAL" in the space provided for any item for which no price is submitted.

2. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment; (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. PHA must receive the acknowledgement by the time specified for receipt of offers.

3. Explanation to Prospective Offerors

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

4. Responsibility of Prospective Contractor

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

(i) Have adequate financial resources to perform the Contract, or the ability to obtain them;

(ii) Have a satisfactory performance record;

(iii) Have a satisfactory record of integrity and business ethics;

(iv) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and

(v) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the PHA/HUD.

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

5. Late Submissions, Modifications, and Withdrawal of Offers

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

(i) 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);

(ii) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA that the late receipt was due solely to mishandling by PHA after receipt at PHA;

(iii) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date

specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(iv) Is the only offer received.

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

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

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

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

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

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

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

6. Contract Award

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

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

(c) PHA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, PHA 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 PHA.

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

7. Service of Protest

(a) Any protest against the award of a contract pursuant to this solicitation shall be served on PHA by obtaining written and dated acknowledgement of receipt from PHA at PHA Contracts Department, 3100 Penrose Ferry Road, Philadelphia, PA 19145. The determination of PHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.

(b) An actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Protests based on the contents of the solicitation must be submitted prior to the date and time

for receipt of proposals. Protests based on contract award must be made within seven days after the protestor knows or should have known the facts giving rise to the protest.

(c) All protests shall be resolved in accordance with PHA's protest policy and procedures, copies of which are maintained at PHA.

8. Offer Submission

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to PHA Contracts Department, 3100 Penrose Ferry Road, Philadelphia, PA 19145, and (2) showing (on the face of the envelope) the time specified for receipt, the solicitation number, and the name and address of the offeror. One original hard copy, five (5) hardcopies, and one electronic copy of the Offer and modifications, including the required proposal forms, shall be submitted (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats

(b) Telegraphic, e-mail, or facsimile offers, modifications, or withdrawals will not be considered unless authorized by the solicitation.

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

(d) To be considered for award, offers must include the following mandatory submissions:

[X] Proposal Form (Section H)
[X] Technical Proposal (Per SOW)
[X] Certifications and Representations (Section I)
[X] Affirmative Action Forms (Section J)
[X] Section Three Forms (Section K)
[ ] Proposal Security (if required)
[X] Electronic Copy

9. Pre-Proposal Conference

A [ ] mandatory [X] non-mandatory pre-proposal conference/meeting will be held at ___TBD___ o'clock on __/__/__ at _____

SAMPLE

B. SERVICE CONTRACT

FOR THE PROVISION OF

_____

PART I – AGREEMENT

THIS AGREEMENT, made and entered into as of _____ __, 2014, by and between the PHILADELPHIA HOUSING AUTHORITY, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania ("PHA"), whose address is 12 S. 23rd Street, Philadelphia, PA 19103 and _____ ("Contractor"), a _____, organized and existing under the laws of _____, whose address is _____.

WITNESSETH:

WHEREAS, PHA desires to retain the services of Contractor and Contractor desires to provide such services to PHA; and

WHEREAS, by Resolution No. _____, adopted on _____ the President and CEO is authorized to conclude and execute a contract.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. SERVICE TO BE PERFORMED.

(a) Contractor agrees to perform the services described in the Solicitation _____, known as _____Services and Contractor's proposal, both made part of this Agreement.

(b) This Contract shall be for an initial contract period of one (1) years with four (4) additional one (1) year option periods, to be exercised solely at the discretion of PHA. The initial contract period will commence on _____ __, 2014, and will continue until _____ __, 2017, unless work is completed or terminated pursuant to this Contract.

2. COMPENSATION.

PHA will pay Contractor at the rate of $_____, with total payment not to exceed $_____ for the initial contract period of ___ (_) year(s), $_____ if PHA exercises the first ____(__)-year option period, $_____ if PHA exercises the second (_) ___-year option period, and $_____ if PHA exercises the third (_) ___-year option period. Such payment will be made

SAMPLE

monthly and upon receipt and approval of an itemized invoice, as set forth in Section 2 of the PHA General Terms and Conditions of this Agreement, including but not limited to the use of Electronic Funds transfer through the Automated Clearing House, at the option of PHA. .

3. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

Contractor shall comply with all applicable Federal, State, county and city statutes, ordinances and regulations, including those pertaining to wages, hours and conditions of employment.

4. GOVERNING LAW.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and all actions hereunder shall be brought in Pennsylvania.

5. CONTRACT COMPOSITION.

The following documents are hereby incorporated by reference, and constitute the Contract. Contractor acknowledges receipt of all listed documents. If there is any conflict between the documents of this Contract, then the following order of precedence shall govern:

Addendum Number ____ dated _____ __, 20___.

Addendum Number ____ dated _____, 20___.

Services Contract;

HUD Standard Terms & Conditions

Statement of Work

PHA Special Terms & Conditions

PHA Standard Terms & Conditions

Solicitation Number _____ dated _____ __, 20__, and entitled Pension Plan Audit Services.

Contractor's proposal and Best and Final Offer (if requested) as accepted by the PHA.

Affirmative Action requirements

Instructions to Proposers

Representations, Certifications, and other statements to Proposers

SAMPLE

6. PRIOR AGREEMENT SUPERSEDED.

This Agreement constitutes the sole Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

CONTRACTOR

WITNESS:

_____ BY:_____

Name: _____

(AUTHORIZED REPRESENTATIVE)

WITNESS: PHILADELPHIA HOUSING AUTHORITY

_____ BY:_____

Name:_____

CONTRACTING OFFICER

SAMPLE

SCOPE OF WORK
FOR
ENVIRONMENTAL CONSULTANT SERVICES

PHA has determined that there is a need for environmental consulting services at various conventional sites, scattered sites, offices, and facilities for:

1. Asbestos investigation and testing, asbestos project design services and asbestos abatement monitoring and testing; and
2. Indoor air quality investigations.

The consultant shall designate a project manager to coordinate all projects with PHA. The project manager shall act as a single source contact for coordination purposes with PHA.

I. Asbestos

The PHA Major Systems Department is planning the rehabilitation and / or maintenance of structures that may involve asbestos containing materials at various locations within the City of Philadelphia. The planned work shall take place in high and low-rise buildings at major multi-family occupied buildings and scattered site houses. The PHA has established a need for specific construction services for asbestos site investigation and testing, asbestos project design, and asbestos abatement monitoring.

Regulatory Requirements

All asbestos abatement work shall be performed in compliance with all applicable regulations including but not limited to:

- The Philadelphia Department of Public Health Asbestos Control Regulation (ACR) Chapter 6-600;
- 29 CFR 1926 and 29 CFR 1910 (OSHA);
- 40 CFR 763 (EPA-AHERA) including all amendments;
- 40 CFR 61 (EPA-NESHAP); and
- All other applicable Federal, State, and Local regulations.

Where these requirements conflict or a more current regulation adopted, the more stringent shall apply.

- Provide evidence of current Philadelphia City certifications and PA State licenses for personnel as an Asbestos Investigators, Asbestos Project Designers, and Asbestos Project Inspectors.

Asbestos Investigation Services

- Inspection of the unit and sampling of suspect asbestos containing materials;
- Provide testing of suspect material by Polarized Light Microscopy (PLM); and
- Providing a chain of custody, lab results, and an asbestos inspection report (AIR).

Asbestos Project Design services

A licensed Asbestos Project Designer shall provide an asbestos project design, drawings, and specifications for the abatement of asbestos at each site.

The specification shall include:

- HealthProtection
- Environmental Control
- Liability Avoidance
- Technical Design Plans

Abatement and Mitigation Services

An Asbestos Project Inspector (API) shall monitor the asbestos work done by others and perform testing as required by the ACR.

- Monitor all operating procedures, use of engineering control systems, use of respiratory protection, contamination systems, packaging and disposal of waste and any other aspect of the project that may affect the health and safety of people or environment.
- Perform air sampling and provide testing by Phase Microscopy (PCM) or Transmission Electron Microscopy applicable.

All records, reports, field notes, data, laboratory analysis, and support information shall be secured and maintained by the API for a period of not less than three (3)years.

Provide a final report to include:

- Daily activity report
- Copy of
- Chain of custody documents
- Lab results and clearance

II. Indoor Air Quality Investigation

PHA requires a contractor to perform:

- Investigation of Indoor Air Quality complaints
- Testing of suspect contaminated areas

Regulatory Requirements

The consultant shall complete work in compliance with all applicable regulations including but not limited to:

- 29 CFR 1926 and 29 CFR 1910 (OSHA);
- 40 CPR 261 (RCRA);and
- All other applicable Federal, State, and Local regulations.

Where these requirements conflict, or a more current regulation adopted, the more stringent shall apply.

Work is also to be performed following:

- The guidelines of the American Conference of Government Industrial Hygienists (ACGIH);
- Standards of Practice for the Assessment of Indoor Environmental Quality latest edition by Indoor Environmental Standards Organization (IESO);
- EPA Document 402-K-01-001 Mold Remediation in Schools and CommercialBuildings
- NYC Department of Health-Guidelines on Assessment and Remediation

of Fungi in Indoor Environments.

Air Quality Investigation

The consultant shall provide an air quality investigation procedure to include:

- Interviews of complainants;
- Site inspection, including HVAC system inspection and search for hidden mold;
- Monitoring of levels of comfort parameters to OSHA standards (temperature, relative humidity, carbon monoxide, and carbon dioxide);
- Sampling and testing of visible mold growth; and
- Recommendations for the abatement of any cause of poor indoor air quality.

The investigation is to be done under the guidance of a licensed Certified Industrial Hygienist.

An investigation report shall be provided containing:

- Daily activity report
- Interview questionnaire for.ms
- Inspection findings
- Chain of custody documents
- Lab results
- Recommendations

Abatement Phase Services

I. Provide personnel with training.
II. Provide services of a laboratory certified by AIHA for Environmental Microbiology.
III. Monitor work done by others including:

a. The operating procedures, engineering control systems, respiratory protection, contamination containment systems, packaging and disposal of waste and any other aspect of the project that may affect the health and safety of people or environment.

IV. Provide an air sampling plan, which shall provide at least the following items:

a. Site description, overall operations, and exposures;
b. Description of abatement operations and conditions;
c. Accuracy of sampling methods and calibration;
d. Sampling conditions and locations;
e. Field data and sampling logs;
f. Chain of custody;
g. Laboratory results;
h. Laboratory certifications; and
i. Corrective actions and comments.

V. Provide an abatement report, which shall include at least:

a. Executive summary of findings with a brief, concise summary of laboratory results and recommended measures for abatement or mitigation;
b. Inspection procedures, sampling protocol, and methodology of the inspection;
c. Chain of custody and certificate of analysis of all samples;
d. A concise summary of all test results;
e. Daily activity reports of personnel for hours billed; and
f. Detailed remediation and disposal plans as required.

VI. Provide three (3) original, signed, hardcopy reports at the completion of all individual projects.
VII. All records, reports, field notes, data, laboratory analysis, and support information shall be secured and maintained by the consultant for a period not less than three (3) years.

III. Additional Work

- PHA reserves the rights to add, delete, and / or acquire other materials / services that the contractor can supply that are similar to but not specifically called for in this statement of work.
- Labor rates for additional work will be invoiced in accordance with the offerors proposed hourly rates, if applicable.
- Materials may be procured at a negotiated price determined to be fair and reasonable solely in PHA's discretion. No additional work is to be performed / procured without written authority by the Contracting Officer.

IV. Pricing

Unitpriceforalllineitemsincludeallmaterial,labor,overheadand profit (including supervision), lab testing and reporting, travel mileage,dailyexpenses,clericalexpenses,phonecalls, photocopying, andmailing expenses. Failure to complete any line item shall result ina non-responsiveproposal.

V. Schedule

- Work is to be performed on an as needed basis, subject to theapproval byPHA;
- Services are to be provided during nor.mal business hours, Monday through Friday 7:00 AM to 5:00 PM except on administrative holidays as observed by PHA;
- The contractor must sign-in upon arrival and sign-out on departure in the Site Manager's Office; and
- The Site Manager must sign-off on the Work completed in order to verify the Work was satisfactorily done according to the requirements in the Statement of Work.

Base Year One – Proposal Form

Asbestos Testing				
	Estimated Number	Units	Unit Price	Extended Price
Polairzed Light Microscopy (PLM)		Each		
Phase Contrast Microscopy (PCM)		Each		
Transmission Electron Microscopy (TEM)		Each		
Labor Rates (Additional Work)				
Project Manager		HR		
Asbestos Inspector		HR		
Asbestos Project Designer		HR		
Asbestos Project Inspector		HR		
			Total	

Indoor Air Quality - Testing and Sampling				
Indoor Air Quality Monitoring (temperature, relative humidity, carbon monoxide, carbon dioxide)		Each		
Mold ID and Enumeration of Culturable Fungi		Each		
Mold ID by Direct Exam (3-hour turn around time)		Each		
Mold ID by Direct Exam (6-hour turn around time)		Each		
Mold ID by Direct Exam (24-hour turn around time)		Each		
Labor Rates (Additional Work)				
Project Manager		HR		
Certified Industrial Hygienist		HR		
Indoor Air Quality Technician		HR		

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

1) **Non-construction contracts** (*without* maintenance) **greater than $100,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor 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 Contracting 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 subcontractor or purchase order as the Secretary of Housing and Urban Development or 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 interests of the United States.

17. 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.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

E. TERMS & CONDITIONS
SECTION II. PHA STANDARD TERMS & CONDITIONS
Contract Number P-004428
Environmental Consultant Services

1. Minimum Acceptance Period

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

b. PHA requires a minimum acceptance period of 90 calendar days. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.

c. A proposal allowing less than the PHA's minimum acceptance period will be rejected.

2. Billing and Payment

a. The Contractor shall submit invoices to the PHA as provided pursuant to the terms of this Contract. Invoices must show the type of service performed and the amount charged to the Contract during the billing period. PHA's billing address is:

Philadelphia Housing Authority
Attn: Contract Administration
P.O. Box 8737
Philadelphia, PA 19104-9742

b. PHA shall exert its best efforts to pay the Contractor within forty-five (45) days of receipt of an accurate/uncontested invoice, given fulfillment of deliverable(s), and if Contractor is in compliance with all Contract terms and conditions. PHA reserves the right to withhold payment for performance deficiencies.

c. No interest shall be payable to the Contractor from PHA for delayed progress or final payment.

3. PHA Option for Payment by Electronic Funds Transfer

a. At PHA's option:

i. All payments by PHA under this Contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(ii) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

ii. In the event PHA is unable to release one or more payments by EFT, the Contractor agrees to either (1) Accept payment by check or some other mutually agreeable method of payment; or (2) Request PHA to extend payment due dates until such time as PHA makes payment by EFT (but see paragraph (d) of this clause).

b. Mandatory submission of Contractor's EFT information.

i. The Contractor is required to provide PHA with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this Contract to receive that

information (hereafter: designated office) within 10 days after award of the Contract. If not otherwise specified in this Contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the Contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

ii. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office.

However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

c. Mechanisms for EFT payment. PHA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

d. Suspension of payment.

i. PHA is not required to make any payment under this Contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Contract. The prompt payment terms of the Contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

ii. If the EFT information changes after submission of correct EFT information, PHA shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this Contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

e. Liability for uncompleted or erroneous transfers.

i. If an uncompleted or erroneous transfer occurs because PHA used the Contractor's EFT information incorrectly, PHA remains responsible for (1) Making a correct payment; (2) Paying any prompt payment penalty due; and (3) Recovering any erroneously directed funds.

ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and (1) If the funds are no longer under the control of the payment office, PHA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (2) If the funds remain under the control of the payment office, PHA shall not make payment and the provisions of paragraph (d) shall apply.

f. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

g. EFT and assignment of claims. If the Contractor assigns the proceeds of this Contract as provided for in the assignment of claims terms of this Contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate

recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to PHA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

h. Liability for change of EFT information by financial agent. PHA is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

i. Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. PHA may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, PHA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to PHA. If PHA makes payment by check in accordance with paragraph (a) of this clause, PHA shall mail the payment information to the remittance address in the Contract.

j. EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

   i. The contract number (or other procurement identification number).

   ii. The Contractor's name and remittance address, as stated in the Contract(s).

   iii. The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

   iv. The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

   v. The Contractor's account number and the type of account (checking, saving, or lockbox).

   vi. If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

   vii. If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

4. Notices

a. Any notice to or demand upon the Contractor shall be considered given if delivered at the office of the Contractor as stated on the signature page of the Contract or at such place or other address as he may designate, in writing, to the Authority.

b. All papers required to be delivered to PHA, unless otherwise specified in writing to the Contractor, shall be sent to:

   Attn: Contracting Officer
   Philadelphia Housing Authority
   12 South 23rd Street, 5th Floor
   Philadelphia, PA 19104

c. All Contractor notices, demands, requests, instructions, approvals, claims, etc., must be made in writing to PHA. No oral communications will be considered binding under the terms of this Contract.

5. Option to Extend Term of Contract

PHA may extend the term of this Contract through exercise of option year(s), if any, by written notice to the Contractor.

6. Option to Extend Services

PHA may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days prior to the expiration of the Contract.

7. Contract Modifications

a. Only the Contracting Officer has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing.

b. PHA may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a Contract clause; or (2) for administrative matters which do not change the rights or responsibilities of the parties. All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

8. Hold Harmless

The Contractor shall hold PHA harmless from and indemnify PHA against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents pursuant to the Contract and shall, at the request of PHA, defend any and all actions brought against PHA based upon any such claims or demands.

9. Suspension of Work

a. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of PHA.

b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, or (2) by the Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

c. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

10. Default

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by

written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

11. Contractor Claims

In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. The Contracting Officer shall review timely-filed claims and issue a determination in accordance with the "Disputes" clause in Terms and Conditions, Section I, Article 7.

12. Contractor Integrity

a. Definitions

   i. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with PHA.

   ii. Consent means written permission signed by a duly authorized officer or employee of PHA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, PHA shall be deemed to have consented by virtue of execution of this agreement.

   iii. Contractor means the individual or entity that has entered into this agreement with PHA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.

   iv. Financial Interest means: (1) ownership of more than a five percent interest in any business; or (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

   v. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

b. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with PHA.

c. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

d. The Contractor shall not, in connection with this or any other agreement with PHA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of PHA.

e. The Contractor shall not, in connection with this or any other agreement with PHA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of PHA.

f. Except with the consent of PHA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

g. Except with the consent of PHA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify PHA in writing.

i. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

j. The Contractor, upon the inquiry or request of PHA, HUD, the Inspector General of the Commonwealth or any agents or representatives of PHA, HUD or the Inspector General of the Commonwealth, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by PHA, HUD or the Inspector General of the Commonwealth to the Contractor's integrity or responsibility, as those terms are defined by federal and state statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

k. For violation of any of the above provisions, PHA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with PHA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those PHA may have under law, statute, regulation, or otherwise.

13. Subcontracts

a. There shall be no subcontracting without the prior written consent of the Contracting Officer.

b. The PHA may, without claim for extra cost by the Contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is suspended or debarred by the U.S. Government, the Commonwealth of Pennsylvania or PHA.

c. The Contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of this Contract (including Affirmative Action provisions) insofar as they are applicable to the work of the subcontractor.

d. Nothing contained in the Contract shall create any contractual relation between any subcontractor and PHA.

14. Subcontracting with Small and Minority Firms, and Women's Business Enterprise

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to small and minority firms, and women's business enterprises by:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses and women's business enterprises are solicited whenever possible;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

e. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local governmental small business agencies.

15. Contractor Conflicts

The Contractor, its employees, agents and subcontractors shall not, during the term of this Contract, undertake any employment or engagement or, except as required by law, perform any act or allow any omission, which may result in a conflict with any of their respective obligations under this Contract. A conflict includes, but is not limited to engagement by a third party to review, comment or critique PHA work in the same or similar areas as reflected in this Contract's scope of work. In the event Contractor, its agents, or subcontractors are called upon under a purported requirement of law to do or omit anything that may be in violation of the foregoing, the Contractor shall give the PHA Contracting Officer sufficient advance written notice thereof to allow the matter to be contested by PHA.

16. Permits and Licenses

If any permits, licenses or other approvals are necessary for the performance of this Contract, then the Contractor shall obtain all such permits, licenses or approvals, including use of patents, trademarks or copyrights, at no extra charge to PHA.

17. Rights in Data and Copyrights

a. Except as provided elsewhere in this clause, PHA shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.

b. The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data of restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.

c. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the PHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the PHA.

d. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the PHA a license of the same scope as identified in the preceding paragraph.

e. The PHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, the Contracting Officer may either return the data to the Contractor, or cancel or ignore the markings.

f. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.

g. Notwithstanding any provisions to the contrary contained in any contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such agreement has been proposed prior to the award of this Contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that the PHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any commercial lease of licensing agreement, shall be subject to the following procedures.

   i. The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by PHA except as provided below or as expressly stated otherwise in this Contract.

   ii. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any PHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer.

18. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save PHA harmless from loss on account thereof; except that PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified by PHA is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

19. Warranty & Product Documents

a. The Contractor shall submit product data and manufacturer's specifications as required by PHA. Manufacturer's written product and procedures requirements, when approved by PHA, become part of the Contract. PHA reserves the right to reject items not in compliance with the manufacturer's specifications.

b. The Contractor shall submit warranty and guaranty papers along with the manufacturer's data for each product. The adequacy of the documentation is subject to approval by PHA. The Contractor shall be a fully authorized and qualified seller, user or installer of the materials specified and/or approved. The Contractor shall submit proof of certification indicating he is acceptable to the manufacturer.

c. On-Site Delivery

   If PHA requires Contractor to deliver goods to a PHA site, then the Contractor's representative shall sign in at the PHA manager's office on-site prior to commencing delivery.

20. Insurance

a. Before commencing work, the Contractor and each sub-contractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

i. Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws and Employers Liability with limits of not less than $500,000.

ii. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $1,000,000.00 per occurrence/$2,000,000 General Aggregate. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy based on Section (e) (5) of this clause, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and should the policy be canceled on non-renewed, the extended reporting coverage will be purchased to extend coverage to one year after the end of the contract period, limited only by the exhaustion of the policy limits. See PHA Special Terms and Conditions for higher levels of coverage for certain types of purchases.

iii. Automobile Liability coverage on owned, non-owned, and hired auto coverage for motor vehicles used on the site(s) or in connection therewith and with a combined single limit for bodily injury and property damage of not less than $1,000,000.00 per occurrence.

b. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located and have an A.M. Best Rating of A . If any such insurance is due to expire during the Contract period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least thirty (30) days prior written notice has been given to the Contracting Officer. Such notice must be sent by Certified Mail, Return Receipt Requested, to the Contracting Officer's attention.

c. Additional Insured Requirement: Philadelphia Housing Authority is to be named an "additional insured" on all policies required hereunder except Workers' Compensation, Employer's Liability, and Professional Liability. An endorsement stating the above shall be provided to the PHA by the Contractor prior to the commencement of the work. The General Liability additional insured endorsement shall be provided to PHA.

d. Minimum Scope of Insurance: Coverage should be at least as broad as:

i. Insurance Services Office form number CA 0001 (Ed. 03/06) covering Automobile Liability, Symbol "1" - "any auto".

ii. Workers' Compensation Insurance as required by the Pennsylvania Workers' Compensation Act, with $500,000 limit of liability for Employers Liability Insurance.

e. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Automobile Liability coverages

1) The PHA, its Board of Commissioners, officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed or should have been performed by or on behalf of the Contractor; products and completed operations of the Contractor; automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the PHA, its Board of Commissioners, officers, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the PHA, its Board of Commissioners, officers, employees and volunteers. Any insurance or self-insurance maintained by PHA, its Board of Commissioners, officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the PHA, its Board of Commissioners, officers, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.

5) In each instance, coverage should be provided on an "occurrence" basis, as opposed to a "claims-made" basis. Claims-made coverage will only be accepted in the event that it is verified that occurrence coverage is not available.

Also included in the Commercial General Liability coverage supplied by the Contractor will be Explosion Collapse and Underground Hazard Liability, if applicable.

ii. Workers' Compensation and Employer's Liability Coverage: The Contractor agrees to obtain a waiver from the insurer waiving all rights of subrogation against the PHA, its Board of Commissioners, officers, employees and volunteers for losses arising from work performed by, for, or in behalf of the Contractor for the PHA.

iii. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the PHA Risk Management Department.

iv. Professional Liability Insurance: If the entity responding to this Request for Proposal will provide architectural, engineering, consulting, construction management, counseling, medical, legal, or professional services, the Contractor shall maintain Professional Liability Insurance.. The minimum limit of liability will be $1,000,000.00 per claim, $2,000,000.00 annual aggregate on an occurrence basis. If suitable coverage cannot be obtained on an occurrence basis, then the Contractor may purchase suitable coverage on a claims-made basis with the retroactive date being on or before the execution date of the Contract. Should such insurance be cancelled, or not renewed, the Contractor agrees to purchase extended reporting coverage which extends the discovery period for at least five (5) years from the date of cancellation. The Contractor also agrees to continue the above coverage for a period of at least five (5) years from the date of completion of the Contract. This coverage shall not have a deductible maximum greater than $10,000.00 per loss. This type of insurance is required for certain types of purchases as defined in PHA Special Terms and Conditions.

f. Deductibles and Self-Insured Retention: Self-insured retentions must be declared to and approved by the PHA. At the option of the PHA, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the PHA, its Board of Commissioners, officers, employees and volunteers. Verification of Coverage: Contractor shall furnish the PHA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificate shall include the Contract number and the Development name. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the PHA before work commences. Upon renewal of coverages, Contractor must provide new insurance certificates meeting the insurance coverages as indicated above. The PHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. Subcontractors: Coverage provided under the applicable Contractor's policies will include coverage for those liabilities incurred through the actions, omissions and activities of all subcontractors. Contractor will cause any subcontractors to carry insurance coverage identical to that of the Contractor as regards perils insured against, scope of coverage, and limits of liability such as for Workers Compensation and Liability Insurance for asbestos and

other hazardous types of purchases. When applicable and upon request, certificates of subcontractor's insurance shall be provided to PHA.

h. Binders: Binders are not acceptable as adequate insurance coverage.

21. Compliance with Law

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in performing its obligations under the Contract.

22. Nondiscrimination/Sexual Harassment

a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.

c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.

e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer for purposes of investigation to ascertain compliance with this clause.

f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract so that such provisions will be binding upon each subcontractor.

g. PHA may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this clause. In addition, PHA may proceed with debarment or suspension of the Contractor.

23. Americans with Disabilities Act

Contractor shall comply with federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq. The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by PHA through contracts with outside contractors.

24. Commonwealth of Pennsylvania Steel Products Procurement Act

a. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L. 6, No. 3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144). All contractors, subcontractors, and material suppliers shall be required to comply with all provisions of this Act.

b. The Contractor shall be required to provide with each Application-Certificate of Payment form an executed copy of the Certification of Compliance with the Steel Products Procurement Act form and additional documentation, including but not limited to, invoices; bills of lading, mill

certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:

i. That the steel utilized on this project was melted and manufactured in the United States; and/or

ii. The product contains both foreign and United States steel, and at least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product have been mined, produced, or manufactured, as the case may be, in the United States; and/or

iii. The steel product is not produced in the United States in sufficient quantities to meet the requirements of the Contract, and prior written approval to use foreign steel has been obtained from The Pennsylvania State University.

c. Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirements of the Act.

d. Willful violation of this Act can result in penalties, including (but not necessarily limited to) prohibition from submitting any bids, or performing any work, or supplying any materials to a public agency for a period five (5) years from the date of the determination that a violation has occurred.

25. Applicable Law

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

26. Provisions Required or Prohibited by Law

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions were included herein. Any clause in this Contract prohibited by law shall be deemed to be deleted from this Contract, and this Contract shall be read and enforced as though such provision were not included herein.

27. Related Entities

PHA reserves the right to procure supplies or services on behalf of its affiliated entities and subsidiaries including but not limited to several limited partnerships ("Related Entities"). Each Related Entity shall have the right to procure such supplies or services directly from Contractor pursuant to this Contract. PHA will generally advise the Contractor that the contract or task/delivery order is being issued on behalf of a Related Entity and provide any special instructions. However, failure of PHA to do so does not negate the Contractor's obligation to provide the supply or service ordered.

28. Order of Precedence

Conflicts in the contract documents shall be resolved in accordance with the following order of precedence:

1. Addendum Number ____ dated _____ __, 20___.
2. Addendum Number ____ dated _____ __, 20___.
3. Services Contract;
4. HUD Standard Terms & Conditions
5. Statement of Work
6. PHA Special Terms & Conditions

7. PHA Standard Terms & Conditions
8. Solicitation Number _____, ____ dated _____ __, 20___, and entitled _____.
9. Contractor's proposal and Best and Final Offer (if requested) as accepted by the PHA.
10. Affirmative Action requirements
11. Instructions to Proposers
12. Representations, Certifications, and other statements to Proposers

29. Certifications and Representations

In the event that Contractor's certifications and representations set forth in Section I shall at any time cease to be true and correct in all material respects, Contractor shall promptly notify PHA of same, setting fort the particulars and identifying the steps, if any, being taken by Contractor to render such representation or certification to be true and correct in all material respects.

30. Taxes

a. Contractor agrees to disclose to PHA all taxes paid pursuant to 72 Pennsylvania Statutes ("P.S.") § 7202 ("Sales Tax") paid by the Contractor in connection with the Contract, including in the Contractor's bid an itemization of Sales Tax expected to be paid in connection with this Contract.

b. Contractor agrees to cooperate fully with PHA in determining which items Contractor purchases pursuant to this Contract are those on which Contractor will pay Sales Tax.

c. Contractor will also cooperate fully with PHA in seeking guidance from the Pennsylvania Department of Revenue ("Department of Revenue") in determining which items are subject to Sales Tax.

d. With respect to any item on which Contractor expects to pay Sales Tax, Contractor agrees to allow PHA the option of purchasing such item directly and to reduce the cost charged to PHA by the amount of Sales Tax Contractor would have paid had Contractor purchased such item.

e. Contractor assigns to PHA all of its right, title and interest in and to any and all refund of Sales Tax Contractor will pay in connection with this Contract and agrees to cooperate fully with PHA in assisting PHA to obtain a refund of any and all Sales Tax Contractor paid in connection with this Contract, including but not limited to:

   i. filing a petition for refund with the Department of Revenue at the request of PHA;

   ii. providing PHA with any receipts or other documentation reasonably requested by PHA in connection with PHA pursuing such refund; and

   iii. testifying at a hearing in connection with the pursuit of such refund.

f. In the event PHA exercises its right under Section e to require Contractor to file a petition for refund of Sales Tax paid, PHA will, at its sole discretion:

   i. determine the manner in which to pursue, and whether to continue pursuing, such refund; and

   ii. select the representative to pursue such refund.

   Further, PHA agrees to pay all fees and costs associated with pursuing such refund, but Contractor agrees that its payment under this Contact constitute full and complete consideration for any assistance Contractor may provide to PHA in pursuing such refund on PHA's behalf. Not later than five days after receipt thereof, Contractor agrees to pay to PHA any amount of Sales Tax refund received by Contractor in connection with a refund of Sales Tax paid in connection with this Contract.

g. Contractor agrees to purchase, but not pay Sales Tax on, every item that qualifies as 'building machinery and equipment' (as defined in 72 P.S. § 7201(pp)) by providing Contractor's vendor with a properly completed exemption certificate (REV-1220) within sixty days of the purchase of each such item. Contractor further agrees that it shall include on line 7 of such exemption certificate the following statement: Property or services qualify as 'building machinery and

equipment' and will be transferred pursuant to a construction contract to a tax-exempt organization. Further, if any purchase of items by Contractor includes both Sales Tax exempt 'building machinery and equipment' and otherwise taxable property, Contractor agrees to maintain records sufficient to permit the Department of Revenue to ascertain whether the items purchased were in fact 'building machinery and equipment.'

h. Contractor agrees to be solely responsible for any Sales Tax assessed on any item Contractor purchased pursuant to this Contract and further agrees to indemnify PHA for any Sales Tax PHA is subsequently assessed by the Department of Revenue with respect to any item Contractor purchased in connection with this Contract and on which Contractor did not pay Sales Tax.

31. Public Disclosure

After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

F. TERMS & CONDITIONS
SECTION III. PHA SPECIAL TERMS & CONDITIONS
Contract Number P-004428
Environmental Consultant Services

1. Term Of The Contract

The term of the Contract shall consist of a one (1) year base period with three (3) one -year option periods to extend services. This term includes the performance period of all task orders or purchases released under the contract. Contract options may be exercised early if Contract funding is utilized before the Contract performance period expires; provided that PHA shall be under no obligation to do so, and the Contract rates will not increase until the annual period for which they were proposed has elapsed.

2. Cost Proposals

Offerors [X] are [ ] are not required to propose prices for all line items in the Schedule.

The following selected clauses are applicable to the Contract:

3. [ ] Proposal Security

a. Failure to furnish proposal security in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the proposal.

b. The Offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g., proposal bond supported by good and sufficient surety or sureties acceptable to PHA, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. PHA will return proposal guarantees, other than proposal bonds, (1) to unsuccessful Offerors as soon as practicable after the opening of proposals, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the proposal as accepted.

c. The amount of the proposal guarantee shall be 5 percent of the proposal price.

d. If the successful Offeror, upon acceptance of its proposal by PHA within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the Offeror, the Contracting Officer may terminate the Contract for default.

e. In the event the Contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal guarantee is available to offset the difference.

4. [ ] Multiple Awards

PHA reserves the right to make multiple awards under this solicitation. Although the scope of services will remain the same for each contract, the dollar amount of each contract may vary.

5. [ ] Fixed Fee

a. If a cost plus fixed fee type of contract is used, PHA shall pay the Contractor for performing this Contract the fixed fee specified in the Schedule.

b. Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect PHA's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less.

6. [X] Indefinite Quantity (Special Services)

a. This is an indefinite-quantity contract with FIRM FIXED UNIT PRICING for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to PHA, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." PHA shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

7. [ ] Definite Quantity

a. This is a definite-quantity, indefinite-delivery contract with FIRM FIXED UNIT PRICING for the supplies or services specified, and effective for the period stated, in the Schedule.

b. PHA shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

8. [ ] Requirements

a. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this Contract. Except as this Contract may

otherwise provide, if PHA's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this Contract, the Contractor shall furnish to PHA all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. Except as this Contract otherwise provides, PHA shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by PHA activity or activities specified in the Schedule.

d. PHA is not required to purchase from the Contractor requirements in excess of any limit on total orders under this Contract.

e. If PHA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, PHA may acquire the urgently required goods or services from another source.

f. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

9. [X] Ordering

a. Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule during the term of the Contract. Such orders may be issued from the date of award through the remaining time and or available funds, in accordance with this Contract. The ordering activity for this Contract/task order is PHA's Procurement and or Contract Administration department.

b. All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.

c. If mailed, a delivery order or task order is considered "issued" when PHA deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic methods.

d. Contractor must resolve any discrepancies appearing on PHA's task/delivery order prior to delivery. Contractor must resolve issues regarding quantities, services, descriptions, items, etc. Failure to comply and resolve discrepancies shall remain the Contractor's sole responsibility.

10. [ ] Order Limitations

a. **Minimum order.** When PHA requires supplies or services covered by this Contract in an amount of less than _____ [insert dollar figure or quantity], the PHA is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.

b. **Maximum order.** The Contractor is not obligated to honor-

i. Any order for a single item in excess of 10% of the total Contract value for the Contract period;

ii. Any order for a combination of items in excess of 100% of the total Contract value for the Contract period; or

iii. A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

c. Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

11. [ ] Prequalification

a. Contract award may only be made to pre-qualified offerors. Although not a condition to submitting an offer, it is strongly advised that a pre-qualification application be obtained, completed, and returned to PHA's Pre-Qualification Division prior to the submission of a proposal. Applications may be obtained from the Pre-Qualification Division, 3100 Penrose Ferry Road, Philadelphia, PA 19145; Tel: 215-684-8562.

b. Failure to complete the application within the required time limits may cause the offeror to be deemed non-responsive and ineligible for contract award. The following time limit applies to this solicitation:

[ ] Offerors will be given ten (10) working days after notification by the Pre-Qualification Division to supply the information necessary to complete the Pre-Qualification application.

[ ] Offerors will be given two (2) working days after notification by the Pre-Qualification Division to supply the information necessary to complete the Pre-Qualification application.

12. [ ] Liquidated Damages

a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the contractor shall pay to the PHA as liquidated damages, the sum of $_____ for each day of delay. To the extent that the Contractor's delay or nonperformance is excused under another clause of this Contract, liquidated damages shall not be due to PHA. The Contractor remains liable for damages caused other than by delay.

b. If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs incurred by PHA to complete the work.

13. [ ] Warranty

The equipment provided under this Contract shall have a warranty of _____ (years/months) from the date of final acceptance of all deliveries or work under this Contract.

14. [X] Insurance

The following types of insurance is required in addition to the workers compensation and auto liability insurance included in Section 20 of PHA Standard Terms and Conditions.

SUPPLEMENTAL INSURANCE REQUIREMENTS

(check marks indicate required coverage)

Type of Work	General Liability $2M/occurrence $2M aggregate	Professional Liability $1M/claim $2M aggregate	Liability Pollution $2M/loss $2M aggregate
Architectural and Engineering Services		☑	
Consulting		☑	
Construction Management	☑		☑
Contractor - Single Trade	☑		
Boiler Maintenance	☑		
Elevator Maintenance	☑		
Asbestos Removal			☑
Janitorial Services	☑		
Sprinkler & Fire Alarm Systems	☑		
Insurance		☑	
Landscaping and Snow Removal	☑		
Legal Services	☑	☑	
Security Services	☑		

G. EVALUATION CRITERIA
Solicitation Number P-004428
Environmental Consultant Services

All proposals received by the specified date shall be subject to evaluation by a review committee. The following criteria will be used to rank offerors. PHA reserves the right to hold discussions with and request Best and Final Offers from the highest rated offerors determined by PHA to be within the competitive range. Award will be made to the offeror whose price and technical factors are most advantageous to PHA.

NO.	ITEM DESCRIPTION	POINTS
	Demonstrated understanding of the requirements	20
	Technical capabilities (in terms of personnel, Equipment, and materials) and management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service, etc.)	30
	Demonstrated experience in performing similar work	30
	Demonstrated successful past performance of contract work substantially similar to that required by the solicitation as verified by reference checks or other means	20
	Demonstrated MBE/WBE participation (if applicable)	10
		110

H. PROPOSAL FORM

Solicitation Number P-004428
Environmental Consultant Services

I, we _____ agree to perform the services requested in accordance with the attached Statement of Work for the following:

References

Please provide the name, address and telephone number of three references for whom the offeror performed work substantially similar to that required by the solicitation. Performance surveys (included in package) must be completed and accompany bids responses in separately sealed envelopes.

1.

2.

3.

List all items, other than the required proposal form and certifications, included as part of the offeror's proposal:

Acknowledgement of Amendments

The offeror hereby acknowledges the receipt of and obligation to perform pursuant to the following addenda to this RFP:

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Binding Contract

The offeror acknowledges and agrees that no contract shall exist until signed by both parties, except that Section F.3 (Proposal Security) shall be binding on the offeror in accordance with its terms prior to the execution of a contract. In addition, until an agreement is signed by both parties, PHA may rescind any recommendation of award and the offeror will be deemed to have waived any and all rights to obtain a contract with PHA or seek damages against PHA.

Name of Offeror: _____

Federal Tax Identification Number _____ (if applicable)

State of incorporation _____ (if applicable)

Philadelphia Business A/C Number _____ (if applicable)

Social Security Number _____ (if offeror is an individual)

Official Address: _____

_____

_____

Signature: _____

Print Name and Title: _____

Date: _____

Witness: _____

_____

PLACE CORPORATE SEAL HERE

IF A CORPORATION

I. CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
Solicitation Number P-004428
Environmental Consultant Services

1. Offeror's Certification Of Eligibility

(a) By the submission of this proposal, the offeror certifies that to the best of its knowledge and belief:

(i) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is ineligible to be awarded contracts by any agency of the United States Government, HUD, or the State in which this Contract is to be performed;

(ii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is ineligible to participate in HUD programs pursuant to 24 CFR Part 24;

(iii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of the City of Philadelphia or the Philadelphia Housing Authority from doing business with such Department or Agency for the period beginning 5 years prior to the date of this certification;

(iv) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has experienced default or noncompliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which it has contracts for the period beginning 10 years prior to the date of this certification;

(v) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning the offeror or any person or firm which has an interest in the offeror's firm under any of the offeror's contracts;

(vi) There has not been a suspension or termination of payments under any HUD contract in which the offeror has a legal or beneficial interest attributable to the offeror's fault or negligence;

(vii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has defaulted on an

obligation covered by a bond and have not been the subject of a claim under any fidelity bond.

(viii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been found by HUD or the Commonwealth of Pennsylvania to be in noncompliance with any applicable civil rights laws.

(ix) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Philadelphia Housing Authority.

(x) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm is an officer or employee or commissioner of the Philadelphia Housing Authority who is prohibited or limited by law from contracting with the PHA.

(xi) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less.)

(b) Statements above to which the offeror cannot certify (if any) have been deleted by striking through the words with a pen. The offeror has initialed each deletion (if any) and has attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which qualify the offeror as a responsible offeror for participation in this project.

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

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

The offeror represents and certifies as part of its 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 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.

Certifying Agency & Certification Number (if applicable):

_____

(c) [ ] 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.

(i) 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

(ii) Certifying Agency & Certification Number (if applicable):

_____

3. 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 the possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

4. Contingent Fee Representation and Agreement

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

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

(ii) [ ] 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.

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

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

5. Certificate of Independent Price Determination

(a) The offeror certifies that –

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

(ii) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other 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

(iii) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(i) Is the person in the 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 (a)(i) through (a)(iii) above; or

(ii)

(1) 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)(i) through (a)(iii) above (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

_____

_____

_____

(2) 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)(i) through (a)(iii) above; and

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

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

(d) The offeror further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify an offeror, but may be grounds for administrative suspension or grounds for consideration by PHA as to whether PHA should decline to award a contract to such an offeror on the basis of a lack of responsibility. If offeror has been convicted of any act prohibited by State or Federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, offeror should attach an explanation of the circumstances surrounding that conviction.

(e) [ ] [check if following paragraph is applicable]

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

(i) 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.

(ii) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid. (See page I-12 for Affidavit form).

6. Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

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

(b) The offeror, by signing its proposal, hereby certifies to the best of his or her knowledge and belief as of _____ __, 20__, that:

(i) 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;

(ii) 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 proposer shall complete and submit, with its proposal, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(iii) 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.

(iv) 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.

7. Certification Of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The offeror's attention is called to the clause entitled "Equal Employment Opportunity" of Section I of the Terms and Conditions of the Contract.

(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 proposal, the offeror 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 offeror agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the Contract.

(d) The offeror 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--

(i) Obtain identical certifications from the proposed subcontractors;

(ii) Retain the certifications in its files; and

(iii) 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 Non-segregated 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.

8. Clean Air And Water Certification (applicable to contracts exceeding $100,000)

The offeror certifies that (check the block applicable):

(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 offeror will immediately notify the PHA 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 offeror 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 offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

9. Drug-Free Workplace Certification

By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds $10,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, other than a contract for the procurement of commercial items, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Provide all employees engaged in the performance of the Contract with a copy of the statement required by subparagraph (a) of this provision;

(d) Notify such employees in writing in the statement required by subparagraph (a) of this provision that, as a condition of continued employment on the Contract resulting from this solicitation, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(iii) Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under Subdivision (d)(2) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(iv) Within thirty (30) calendar days after receiving notice under subdivision (d)(2) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(1) Take appropriate personnel action against such employee, up to and including termination; or

(2) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(e) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (a) through (d) of this provision.

(f) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(g) In addition to other remedies available to the PHA, the certifications required by this provision concern a matter within the jurisdiction of an agency of the Unites States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

10. PHA Fraud Policy

The offeror certifies that he/she has read the following PHA Fraud Policy, will adhere to it, and is aware of the penalties for failure to comply:

(a) For purposes of this policy, and in concurrence with the PHA Office of Inspector General's (OIG) mandate, "fraud" includes: fraudulent activity by any person employed by or contracting with the PHA; bribery and official

corruption; theft of PHA funds, property or benefits; and serious breaches of integrity. Some examples of activities covered include: extortion/extortion attempts by PHA employees or officials; acceptance or solicitation of bribes; submission of fraudulent documents; employee collusion with contractors or vendors; material misstatements of facts in contracts or documents, relating to services performed or materials provided; bid rigging; and disclosure of confidential information.

(b) Covered Parties

(i) All PHA employees and officials.

(ii) All contractors, subcontractors, vendors and consultants doing business with the PHA -

NOTE: Contractors are responsible for compliance with this Fraud Policy by their subcontractors.

(iii) All owners of housing who receive subsidies from PHA.

(iv) Any other individual or entity doing business with or seeking to do business with the PHA.

(c) Responsibilities

(i) All "covered" parties" must report any type of fraud when they become aware of such activity, and they must cooperate fully with the OIG in any ensuing investigation.

(ii) "Fraud" must be reported to a representative of the PHA's OIG, 1101 Market Street, Suite 1320, Philadelphia, PA 19107, (215) 684-8300.

(iii) Management officials will support the Fraud Policy and ensure compliance with this policy by persons they supervise, and/or individuals and business entities that they deal with.

(d) Penalties For Failure To Report Fraud

Penalties for failure to timely report fraud can include: loss of contract and/or debarment from future contracts by contractors, subcontractors, vendors, and any other individual or entity doing business with the PHA; and other action deemed appropriate by PHA officials.

(e) Confidentiality

All information reported to the OIG is confidential, and the identity of those reporting information to the OIG will be protected.

(f) Whistle Blower Protection

(i) Anyone who provides information to the OIG may not be discharged, demoted or otherwise subject to any adverse action as a result of reporting wrongdoing. Any person who retaliates against someone for reporting wrongdoing may be subject to civil liabilities and penalties.

(ii) PHA Management supports the position that "whistle blowers" will be protected and commended for their honesty and dedication to the PHA.

(g) Authorized Negotiators

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals:
(list names, titles, and telephone numbers of the authorized negotiators):

_____

_____

_____

_____

11. Offeror's Signature

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the information contained in the foregoing certifications and representations is true and correct.

_____
Signature & Date

_____
Typed or Printed Name

_____
Title

NON-COLLUSIVE AFFIDAVIT

(required if Certification & Representation Clause 5(e) is selected)

State of _____

County of _____

_____, being first sworn, deposes and

says: That he/she is _____(president, sole owner, partner,

etc.) of _____ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one 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 the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Philadelphia Housing Authority or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

By _____

Title _____

(Affix Corporate Seal if required)

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

_____

My commission expires _____

_____.

(Notary Seal Required)

PHILADELPHIA HOUSING AUTHORITY

SECTION J

AFFIRMATIVE ACTION SECTION

Solicitation Number P-004428

Environmental Consultant Services

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PART I: GENERAL

1.1 POLICY

As a requirement for receiving federal funds, the U.S. Department of Housing and Urban Development ('HUD') requires that the Philadelphia Housing Authority (hereinafter 'Authority') implement an Affirmative Action Contract Compliance Program under Executive Order Nos. 11246, 12432, 12138, 11625, to promote the development of certified Minority Business Enterprises (hereinafter 'MBE'), and certified Women Business Enterprises (hereinafter 'WBE'). This program will also comply with the requirements of Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 d & e, as amended, and HUD Regulations 24 C.F.R. § 85.36(e).

The Authority by this policy affirms its commitment to maximize the utilization of certified MBEs/WBEs in Authority contracts and subcontracts. To this end, the Authority will provide such assistance as will be needed to achieve this goal.

The aim of this policy is to discover and deter any present discrimination by bidders who seek contracts with the Authority. MBE/WBE minimum participation goals (hereinafter 'MPGs') shall be used as a screening device to determine whether discrimination may have occurred. Minimum goals of MBE/WBE participation will be indicated for each contract in the bid documents, and will be based upon availability of certified MBEs/WBEs. The MPGs are a means of determining whether or not a contractor shall be presumed to have engaged in discrimination. If the information furnished is below the MPGs, the bid package shall be subject to further review, in accordance with criteria set forth in this policy, to determine whether or not there was actual discrimination.

1.2 APPLICABILITY

This program shall apply to all nonexempt contracts awarded by the Authority which are connected with federally funded or federally assisted programs. Exemptions are more fully described in Part VI of this program.

1.3 DEFINITIONS

A. **AAO: Affirmative Action Officer, Director of the Authority's Affirmative Action Department.**

B. ***Authority:*** **Any department, division, unit or office of the Philadelphia Housing Authority, including the Board of Commissioners.**

C. BIDS: A quotation, proposal, solicitation or offer by a Bidder or a Proposer to provide labor, materials, equipment, supplies or services to the Authority.

D. BIDDER: Any person or entity that submits a quotation, bid or proposal to provide Labor, materials, equipment, supplies or services to the Authority.

E. BIDDER/PROPOSER AFFIRMATIVE ACTION IMPLEMENTATION PLAN: Schedule of Participation and Binding Commitments Form and other documents submitted by Bidder /Proposer to support their Affirmative Action Plan. These submissions become an enforceable provision of the awarded contract.

F. CERTIFIED: Any business that has, after application to a recognized certifying agency, been determined to be owned, controlled and managed by minority(s), women, or disadvantaged person(s).

G. CERTIFYING AGENCY: Federal, state, local governmental or quasi-governmental agencies or authorities authorized by law to certify MBE/WBE's qualifications in terms of ownership, management and control.

H. COMPLIANCE: A contractor or subcontractor who performs under an Authority contract in accordance with this Affirmative Action Contract Compliance Program shall be determined to be in compliance.

I. CONTRACTS: Any Authority contract which is covered by this Affirmative Action Contract Compliance Program, whether competitively bid or negotiated, including contracts in the following areas:

1. VENDING: for Material, Equipment, Services, and Supplies.

2. CONSTRUCTION: for all types of construction; and

3. PERSONAL AND PROFESSIONAL SERVICES.

J. DEBARMENT: Exclusion from Authority contracting or subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense or failure or the inadequacy of performance.

K. DISCRIMINATION: Any action or pattern of disparate treatment experienced in the solicitation for bids/proposals or in the award of a contract/subcontract because of: Race, Color, Sex, National Origin, Disability, or Religion.

L. EXEMPTION: Any bid/proposal in which the minimum participation goal(s) have been excluded.

M. JOINT VENTURE: A contractual partnership between the prime contractor and a certified minority-owned business enterprise and/or a certified women-owned business enterprise, which must be executed prior to the submittal of the bid/proposal.

N. MINIMUM PARTICIPATION GOAL (MPG): The level of participation of certified MBE/WBEs set by the AAO. MPGs shall reflect the availability of certified MBE/WBEs in the subject area, and the level, which should be attained absent discrimination. MPGs are stated as a percentage. A Bidder/Proposer will not be rejected as not responsible solely because they fail to reach the MPGs.

O. MINORITY BUSINESS ENTERPRISE (MBE): A business enterprise certified as a Minority Owned Business that is owned, managed and controlled by one or more socially or economically disadvantaged person(s). Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such person(s) include, but are not limited to: Blacks/African-Americans, Puerto Ricans and other Hispanics, American Indians/Native Americans, Eskimos, Aleuts, Hasidic Jews, Asian Pacific Americans, and Asian Indians.

P. OWNED, MANAGED AND CONTROLLED: Possession of at least fifty-one percent (51%) of the ownership of the business. Management and control of the daily for profit business operation or nonprofit organization held by one or more persons who are classified as a member of a minority group or a woman, as defined herein.

1 Q.PRIME CONTRACTOR/CONTRACTOR/BIDDER OR PROPOSER: Any person or business entity that is a party or potential party to a contract with the Authority.

R. RESPONSIBLE: The Bidder's/Proposer's submissions of a written commitment to meet or exceed the MPG set forth in the bid, or in the absence of meeting or exceeding the MPG, a full and complete explanation therefore in accordance with this program.

S. RESPONSIVENESS: The Bidder's/Proposer's submission of (in addition to the submission of any other required documentation), documentary evidence of certified MBE/WBEs who have been contacted and who are to be used on the contract. Documentation must be submitted with the bid/proposal and failure to submit evidence of "Best Efforts" and binding commitments will result in rejection of the bid/proposal and a determination made of non-responsiveness.

T. **WOMEN BUSINESS ENTERPRISE: A business enterprise certified as a Woman Owned Business that is owned controlled and managed by a woman.**

1.4 CERTIFICATION – A LEGITIMATE MBE/WBE

A. **To ensure that only businesses which are owned, managed and controlled in both form and substance by MBE/WBEs are participating in the Authority's Affirmative Action Contract Compliance Program. MBE/WBE businesses, including joint ventures and nonprofit organizations, must be certified by a governmental entity authorized to certify such enterprises.**

B. **MBE/WBE certification shall not be determinative of a Bidder's or Contractor's financial or technical ability to perform specified work. The Authority reserves the right to evaluate the Bidder's/Proposer's, Contractor's or Subcontractor's ability to satisfy financial, technical or other criteria separate and apart from certification before or after bid opening.**

C. **The Authority recognizes that certified MBE/WBEs might be de-certified by the certifying governmental entity. Any business, which has been de-certified, shall not participate in the Authority's Affirmative Action Contract Compliance Program.**

D. **The Authority reserves the right, if there is cause, to refuse a certification provided by a certifying agency.**

1.5 SUBSTITUTION OF CERTIFIED MBE/WBEs

Commitments to certified MBE/WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment is pre-approved by the Authority's AAO. If at any time after a bid/proposal is opened by the Authority, a Contractor is unable to meet the obligations of the Contractor's Affirmative Action implementation Plan, as indicated on the Schedule of Participation and Binding Commitments Form, such Contractor may be required to present for approval to the AAO a substitute implementation Plan.

1.6 GUIDELINES FOR JOINT VENTURING

Joint Venture partnership(s) with either a certified MBE or a certified WBE must meet the following criteria in order to receive credit towards the minimum participation goals (MPGs):

A. The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.

B. The MBE/WBE partner(s) must be substantially involved in all phrases of the contract including, but not limited to, the performance, with its own work force, a portion of the onsite work, and administrative responsibilities such as bidding, planning, staffing and daily management.

C. The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).

D. If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture, however, it will still be required to meet the WBE goal or vice versa.

1.7 CONTRACT LANGUAGE

Authority contracts subject to these procedures shall include language providing that compliance with MBE/WBE provisions have been met, and cooperation with the Authority on contractual matters is material to the Authority's contract. The successful Bidder's/Proposer's Affirmative Action Plan submissions will become an enforceable provision of the contract. Failure to comply with the Authority's Affirmative Action Contract Compliance Program or otherwise comply with the Bidder's/Proposer's submissions, may be grounds for a finding of contractor non-responsibility.

1.8 AMENDMENT

These procedures may be amended as may be necessary. Any amendment shall become effective upon the approval and adoption by the Philadelphia Housing Authority Board of Commissioners.

1.9 SEVERABILITY

The provisions of these procedures are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of these procedures, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of the procedures or their application to other persons.

2
3
4
5 PART II: RESPONSIBILITIES

2.1 AFFIRMATIVE ACTION OFFICER

The AAO reports directly to the General Manager of Contracts/Procurement for the Philadelphia Housing Authority. The AAO is authorized and shall perform functions, which include, but are not limited to:

A. Establish or modify minimum participation goals (MPGs) for Authority contracts based upon the dictates of market availability of certified MBE/WBEs and/or applicable laws and regulations to perform various elements of the contract.

B. The AAO will engage in the review of bid/proposal packages to ensure that the packages provide maximum opportunity for certified MBE/WBE participation and shall have the authority to recommend approval or disapproval of any bid package to ensure compliance with this program.

C. Attend all Pre-bid and Pre-construction meetings.

D. Monitor and audit contractor's performance including site and business office visits to ascertain whether the contractor has discriminated or has practices which have had a disparaging or discriminating effect, and to determine that the certified MBE/WBE is performing its function in accordance with authorized standard industry practices.

E. Maintain participation records and prepare periodic reports that include, but are not limited to the following data:

1. A summary of contracts awarded specifying the percentage of participation.
2. A survey comparing past and current contract participation goals of certified businesses.
3. Any relevant recommendation that may enhance efficiency and effectiveness of the Affirmative Action Contract Compliance Program.

F. For Comprehensive Improvement Modernization Program (hereinafter "CIAP") funded contracts, prepare and report the Authority's MBE/WBE progress on HUD Form #2516 – Contract and Subcontract Activity Report for Public and Indian Housing Programs.

G. Receive, document and evaluate complaints relative to violations of the Affirmative Action Contract Compliance Program.

H. Report findings of discrimination, in writing, to the Executive Director through the General Manager of Contracts/Procurement.

I. Interact with city, state, and federal agencies involved in the administration of certified MBE/WBE programs.

2.2 CONTRACTING OFFICER

A. SOLICITATION – The Authority's Contracting Officer shall actively solicit certified MBE/WBEs to compete for contracting opportunities as Prime/General Contractors.

B. REPORTS – The Affirmative Action Officer shall gather information required to prepare various reports that detail:

1. The original total dollar amount of each contract awarded according to the categories of vending, construction, personal services and professional services, including the total dollar amount of each contract resulting from any contract amendment or change orders subsequent to award.

2. The original total dollar amount of each contract awarded to each certified MBE/WBE as a Prime/General Contractor, as well as the actual dollar amount of each contract including contract amendments or change order(s).

2.3 COORDINATION WITH CONTRACT CONTROL SPECIALISTS

A. The AAO shall coordinate with the Contract Control Specialist for information as may be required in the performance of the AAO function. Such information may include, but is not limited to:

1. Explanation of the elements of the work to be performed under a contract.

2. A reasonable estimate of costs, type(s) and quantity of supplies, materials and equipment required for performance under a contract.

3. A reasonable estimate of employees and their classifications required for performance under a contract.

B. The Authority's Contracting Officer shall also do the following, with or without coordination with the AAO:

1. **Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by certified MBE/WBEs.**

2. **Establish delivery schedules, where the requirement permits, which encourage participation by certified MBE/WBEs.**

3. **Use the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department Commerce.**

6 PART III: BIDDER/PROPOSER AFFIRMATIVE ACTION

IMPLEMENTATION PLAN

3.1 GENERAL REQUIREMENTS

Each Bidder's/Proposer's Affirmative Action implementation Plan shall include the following:

A. The business name, address, contact person, telephone number, certification number, certifying agency(s), and Internal Revenue Service Employer's Identification Number (E.I.N.).

B. A description of the work that will be performed by each designated contractor/subcontractor.

C. The date of solicitation, contact person's name, whether contact was by phone or mail, and if a quote was received from the designated MBE/WBE.

D. Confirmation of commitment made as to the level of certified MBE/WBE participation described as a percentage of the total base contract proposal dollar amount and percentage of commitments.

E. If no commitment is made to meet or exceed the stated MPGs, the Bidder/Proposer must provide documentation that the following steps were taken:

1. Requested and attended a briefing and information meeting with the Authority staff designed to explain the Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.

2. Advertised in general circulation, media, trade association publications, and minority/women-focused media concerning subcontracting and supplier opportunities.

3. Participated in Authority sponsored conferences and seminars designed specifically for the promotion of the Authority's Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.

4. Notified certified MBE/WBEs and solicited their participation in the reference contract. The names, addresses, telephone numbers, and contact persons of the firms notified must be provided.

5. **Provided complete information about plans, specifications, and requirements of the contract to interested certified MBE/WBEs.**

6. **Made reasonable efforts to negotiate with certified MBE/WBEs for specific sub-bids. All such contacts must be fully documented. If a sub-bid of a certified MBE/WBE is rejected, the Bidder/Proposer must document and explain the reason for the rejection. Rejection based solely on the initial response from a certified MBE/WBE will not be sufficient to establish non-discrimination and "Best Efforts" toward compliance.**

F. **Attest to the fact that the certified MBE/WBE will perform work, which is necessary and required for contractor to fulfill their obligation under the applicable contract and specification.**

7 PART IV: CONSTRUCTION CONTRACT AFFIRMATIVE ACTION
8 IMPLEMENTATION PLAN

4.1 MINIMUM PARTICIPATION GOALS

The AAO shall set MPGs for Specifications/Contracts/Request for Proposals.

(MODERNIZATION FUNDS)

The MPGs which have been set by the AAO as of the date of implementation of this program, are and shall be, until or unless they are revised, as follows:

MBE	WBE
20%	10%

A. **A Bidder/Proposer will not be rejected as non-responsive solely because they fail to reach the MPGs. However, a contractor may be considered not responsive if the MPGs are not met and no acceptable justification is offered for a lack of compliance.**

B. **When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their plan which category is being credited.**

C. **A certified MBE/WBE firm bidding as a prime/general contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.**

D. **Certified MBE/WBE subcontractors shall perform at least seventy-five percent (75%) of the cost of the subcontract, not including cost of materials, with their own employees. This provision shall not apply to suppliers or distributors.**

4.2 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIVENESS

A. **Bidders/Proposers must submit information indicating certified MBE/WBE firms, which have been solicited, quotes that have received (solicited and unsolicited), and firms to which commitments have been made. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the bid/proposal. Failure to submit the required information is sufficient cause for rejection of the bid as non-responsive.**

B. **Mailings to large numbers of certified MBE/WBEs which are intended to provide notice of a contractor's interest in bidding on a construction**

contract will not be deemed solicitation, but will be treated as informational notification only.

C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, manufacturers or supplies whose work, materials or supplies are within the project scope and are related to project line items or portions thereof, and which the Bidder/Proposer reasonable believes it will choose to subcontract with or purchase from.

D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions, the information required under Part III, Section E, of the Affirmative Action Contract Compliance Program.

4.3 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufacturers, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section E, of this program. The AAO shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the AAO may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained therein.

9 PART V: VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION IMPLEMENTATION PLAN

5.1 MINIMUM PARTICIPATION GOALS

The AAO shall set MPGs for Specifications/Contracts/Request for Proposals.

(MANAGEMENT FUNDS)

The MPGs which have been set by the AAO as of the date of implementation of this program, are and shall be until or unless they are revised, as follows:

MBE	WBE
10%	10%

A. **A Bidder/Proposer will not be rejected as non-responsive solely because they fail to reach the MPGs. However, a contractor may be considered non-responsible if the MPGs are not met, and they are not in compliance with Part III, Section E.**

B. **When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their Plan which category is being credited.**

C. **A certified MBE/WBE firm bidding as a prime contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.**

5.2 VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIVENESS

A. **Bidders/Proposers must complete and submit with the bid/proposal, certified MBE/WBE Schedule of Participation and Binding Commitments Form. Failure to submit these forms with the bid/proposal may result in the bid being rejected as non-responsive.**

B. **Mailings to large number of certified MBE/WBE's which are intended to provide notice of a contractor's interest in bidding on a vending and personal/professional service contract will not be deemed solicitation, but will be treated as informational notification only.**

C. **A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, vendors, manufacturers or suppliers whose services, materials or supplies are**

within the scope of work bidded on, and which the Bidder/Proposer reasonably believes it will choose to subcontract with or purchase from.

D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions the information required under Part III, Section E, of the Affirmative Action Contract Compliance Program.

5.3 VENDING AND PERSONAL/PROFESSIONAL SERVICE CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufacturers, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder/Proposer has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section E, of this program. The AAO shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the AAO may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained therein.

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14 PART VI: EXEMPTIONS

6.1 EXEMPTED CONTRACTS

The Authority recognizes that in certain limited circumstances, compliance with this Affirmative Action Contract Compliance Program will not be feasible, nor in the best interest of the Authority or its residents. With the approval of the Executive Director, Contracting Officer and the Affirmative Action Officer, the following contracts may be exempted:

A. A vending contract, for equipment, materials, services and supplies where the total dollar amount of the contract is less than Ten Thousand Dollars ($10,000.00).

B. A construction contract where the total dollar amount of the contract is less than Ten Thousand Dollars ($10,000.00).

C. A professional or personal services contract where the total dollar amount of the contract is less than Ten Thousand Dollars ($ 10,000.00).

D. Any public exigency or emergency contract where the nature of the emergency will not allow for a delay, which would occur from competitive solicitation.

15 PART VII: COMPLIANCE REVIEW

7.1 STANDARDS FOR REASONABLE CAUSE:
16 *AFTER A CONTRACT HAS BEEN AWARDED*

A. **The AAO may find that a Contractor is not in compliance with contract requirements for reasons, which include, but are not limited to:**

1. **Documentation of information furnished by the contractor, which does not demonstrate that, a certified MBE/WBE is performing the work actually contracted.**

2. **Failure or refusal by a contractor to furnish information requested by the Authority.**

3. **Discovery of information, which is contrary to compliance information previously submitted by the contractor.**

4. **Contractor's failure, neglect or refusal to pay certified MBE/WBE subcontractor(s) for completed and approved work within seven (7) working days after payment by the Authority to the contractor.**

5. **Other facts discovered by the Authority's AAO.**

B. **Whenever the AAO determines it has reasonable cause to believe that a contractor is not in compliance or that the contractor has discriminated against certified WBE/MBEs, the AAO shall promptly prepare a written notice to be signed by the Contracting Officer and sent by certified mail to the contractor. The notice shall state the reasons for the AAO's belief that the contractor is not in compliance and/or has discriminated against certified MBE/WBEs. In response to said notice, the contractor shall be required to show cause within seven (7) working days why it should not be found:**

1. **In breach of contract, or**

2. **To have discriminated against certified MBE/WBEs.**

C. **Based upon information supplied by the contractor, if any, and other documentation and/or information, and with the approval of the General Manager of Contracts/Procurement, the AAO shall proceed expeditiously with an investigatory, evaluative review to clarify the allegations. In the event that the allegations are found to be valid by the AAO, said officer shall notify the Contracting Officer and Executive Director who shall send notification of such finding(s) to the contractor setting forth the appropriate remedial action.**

7.2 GOOD FAITH NON-COMPLIANCE

A. In cases where the AAO has cause to believe that a contractor, acting in good faith, has failed to comply with the provisions of the procedures, the AAO with the assistance and involvement of the Authority's Contracting Officer shall attempt to resolve the non-compliance through conciliation and persuasion.

B. In conciliation, the contractor must satisfy the Authority that they have made their "Best Efforts" to achieve the agreed upon participation goals by certified MBE/WBEs. "Best Efforts" on the part of the contractor include:

1. Entering a contractual relationship with the designated MBE/WBE in a timely manner, and fulfilling all contractual requirements.

2. Notifying both the certified MBE/WBEs subcontractor and the Authority's AAO of any problems in a timely manner.

3. Requesting assistance from the AAO in resolving any problems with certified MBE/WBEs.

4. Making every reasonable effort to assist the certified MBE/WBE in the performance of its contract with the Authority.

7.3 WILLFUL NON-COMPLIANCE

A. In cases where the AAO has cause to believe that any Bidder, Proposer, or Contractor has failed to comply with the provisions of these procedures, said officer shall be empowered to conduct an investigation subsequent to written direction of the General Manager of Contracting/Procurement.

B. After affording the Bidder, Proposer or Contractor notice and an opportunity to be heard, the AAO will be authorized to recommend sanctions for each violation of these procedures. Such sanctions may include, but are not limited to:

1. Declare the bid or proposal as non-responsible and the Bidder/Proposer ineligible to receive the award of the contract or any other future contracts.

2. Suspension from doing business with the Authority for a set period of time.

3. Debarment.

4. Withholding of payments under the contract.

5. Other relief the AAO deems necessary, proper, and in the best interest of the Authority.

PART VIII: APPEALS

8.1 STANDARDS OF APPEAL: AFTER THE CONTRACT HAS BEEN AWARDED

A Bidder, Proposer, or Contractor may appeal a decision pursuant to any action taken under the provisions of Part VII: Compliance Review, by filing a written grievance with the AAO. An appeal by the Bidder, Proposer or Contractor under this section shall not stay the AAO's finding(s).

8.2 WRITTEN GRIEVANCE

A. The grievance shall set forth the reasons supporting it. The grievance shall be filed within ten (10) working days of the date that the finding, recommendation, proposal or other relief becomes effective. Failure to grieve in a timely manner shall be deemed a waiver of said right or breach of the conditions of this policy.

B. If a person requests a hearing at the time the grievance is filed, the AAO shall schedule a hearing within seven (7) working days of the date the grievance is filed, unless the person requesting a hearing agrees to a continuance provided it is not contrary to best interest of the Authority to permit the delay. The AAO shall notify in writing, the person filing the grievance, of the date, time and place of the hearing.

C. If a hearing is not requested, the AAO shall make a determination and notify the contractor within (7) working days.

8.3 HEARING

Five (5) working days prior to a scheduled hearing, the AAO shall issue and serve a written notice, together with a copy of the grievance as filed, to all persons named in the grievance. Such persons may be required to appear before a hearing panel at the date, time and place specific in the notice.

8.3.1 PANEL

A. The Executive Director shall designate a panel of three (3) or more individuals, one (1) of whom will be a member of the Affirmative Action Oversight Committee, to preside at such hearing, and to render a written decision on the grievance.

B. A party may request testimony from any person when it is determined that such testimony may assist in the resolution of the grievance. All proceedings will be transcribed and a record shall be maintained.

C. Any person or heads of departments named in the grievance may file a written answer to the grievance, and may appear at such hearing in person.

D. The panel shall not be bound by the strict rules of evidence prevailing in the courts of law or equity.

8.3.2 TESTIMONY

A. The testimony taken at the hearing shall be under oath.

B. The parties have a right to request that the notes of testimony be transcribed.

C. Testimony shall be taken by the panel and the person filing the grievance and person (s) and heads of departments named in the grievance shall be given an opportunity to be heard.

8.4 DECISION

A. Within twenty (20) working days after the conclusion of the hearing, the panel shall render a written decision as to the validity of the grievance, as well as an appropriate recommendation.

B. A copy of the decision shall be sent by U.S. certified mail, returned receipt requested, to the grievant.

8.5 EFFECT OF A PENDING DECISION

Pending a decision by the panel, the Philadelphia Housing Authority's Executive Director may stay any action pertaining to the grievance, if such stay is determined to be in the best interest of the Authority.

The Philadelphia Housing Authority Board of Commissioners shall appoint an Affirmative Action Oversight Committee to monitor and evaluate the implementation and administration of the Affirmative Action Contract Compliance Program. The Oversight Committee shall have as its membership, at least one (1) member of the Board of Commissioners, Executive Director, General Counsel, and other individuals from the Authority's community at large. The Committee will prepare periodic reports for the Board and address related issues as requested by the Board of Commissioners.

SCHEDULE OF PARTICIPATION
"CERTIFICATION OF BEST EFFORTS"

Specification Number:_____ **Name of Bidder:**_____

MBE/WBE	Detailed Description of Work	M/WBE PARTICIPATION		
		DOLLAR AMOUNT $	PERCENT	
			MBE%	WBE%
NAME: ADDRESS: PHONE NO: IRS ID#: CERT. NO.: CERT. AGCY:	YES NO ☐ ☐ Will any of this work be subcontracted by the M/WBE? (See Note #3) ☐ ☐ Will bidder assist M/WBE with any of this work? (See Note #4)			
NAME: ADDRESS: PHONE NO.: IRS ID#: CERT. NO.: CERT AGCY:	YES NO ☐ ☐ Will any of this work be subcontracted by the M/WBE? (See Note#3) ☐ ☐ Will bidder assist M/WBE with any of this work? (See Note #4)			

DUPLICATE THIS FORM IF YOU ARE LISTING MORE THAN TWO (2) M/WBE SUBCONTRACTORS

PLEASE NOTE:

1. A binding commitment must have been achieved with the M/WBE for the detailed work and dollar amount stated on this form.
2. M/WBE listed above must be certified by a certifying agency in order to be credited towards the required minimum participation goals.
3. If the M/WBE intends to subcontract more than 10% of the work detailed on this form, such subcontractors, description of work, and dollar amount must be listed on a duplicate copy of this form.
4. If the bidder plans to supply the M/WBE with materials, personnel or equipment, such assistance must be listed on this form in the block marked "Detailed Description of work."
5. Any change to this schedule (the named M/WBE, description of work, or dollar amount) must be approved in advance by the Affirmative Action Officer (AAO).

SCHEDULE OF BINDING COMMITMENTS WITH MINORITY AND WOMEN OWNED BUSINESSES
"CERTIFICATION OF BEST EFFORTS"

Specification Number: _____ **Name of Bidder:** _____

NAME OF CERTIFIED MINORITY/WOMEN OWNED FIRMS* (INCLUDE CONTRACTING AGENT'S NAME)	TYPE OF CONTRACT WORK SPECIFY CONSTRUCTION, INSTALLATION, SUPPLY, ETC.	TOTAL DOLLAR AMOUNT OF PARTICIPATION	PERCENTAGE OF TOTAL PARTICIPATION	
			MINORITY OWNED BUSINESSES	WOMEN OWNED BUSINESSES

***Bidder's are hereby notified that all firms listed above will be contacted to verify their level of participation.**

Signature: _____

Name: _____

Title: _____

DOCUMENTATION OF BEST EFFORTS

Specification Number:_____ **Name of Bidder:**_____

CERTIFIED MINORITY/WOMEN OWNED BUSINESSESES UNAVAILABLE TO PARTICIPATE IN THE CONTRACT.

List below the name of all certified minority/women owned businesses whose interest in the contract were solicited, but who were unavailable to work on this project or were unable to prepare a quote. State the reasons for the unavailability of certified minority/women owned businesses. In order to facilitate verification and avoid delays in contract awards, it is requested that each business listed below be identified on the "Affidavit of Unavailability of Certified Minority/Women Owned Businesses" (Page K-28).

INFORMATION AND ASSISTANCE PROVIDED TO CERTIFIED MINORITY/WOMEN OWNED BUSINESSES.

Include names and addresses of all certified minority/women owned businesses that you provided with plans, specifications, and requirements of the contract. Detail all assistance you provided to interested certified minority/women owned businesses and all your efforts at negotiation for specific sub-bids, and include any advertisements soliciting their participation.

I do hereby attest that I have exerted best efforts, but have been unable to obtain the required minimum participation goals for the following reason: *

_____

Company Name

_____

Specification Number

_____

Name (Signature)

_____

Title

***You may attach supplemental pages and documentation if necessary.**

17 AFFIDAVIT OF UNAVAILABILITY OF CERTIFIED MINORITY/WOMEN OWNED BUSINESSES

Specification Number: _____ **Name of Bidder:** _____

I, _____, **do hereby attest that**

I was offered an opportunity to bid on the contract for:

_____

(Description of Contract)

by _____

(Name of Prime Bidder)

but was unavailable to participate/unable to prepare a quote (strike inappropriate phrase) for the following reasons:*

_____

Name of Certified Minority/Women Owned Business

_____

Address and Phone Number

_____

Signature of Principal of Certified Minority/Women Owned Business

_____

Title

_____

Certifying Agency and Number

***You may attach supplemental pages and documentation if necessary.**

GUIDELINES FOR JOINT VENTURING

BETWEEN A PRIME CONTRACTOR AND A CERTIFIED MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE

If a Prime Contractor has made arrangements to enter into a joint venture partnership with either a certified MBE or WBE, the following criteria must be met in order to receive credit towards the minimum participation goals (MPGs):

A. **The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.**

B. **The MBE/WBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with it own work force, a portion of the on-site work, and administrative responsibilities such as bidding, planning, staffing and daily management.**

C. **The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).**

D. **If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture. However, it will still be required to meet the WBE goal or vice versa.**

18 JOINT VENTURE QUESTIONNAIRE

If you intend to receive credit towards the minimum participation goals (MPGs) by entering into a joint venture partnership with a certified MBE/WBE, you must complete this questionnaire and submit it along with your bid/proposal.

1. NAME OF THE JOINT VENTURE_____

2. ADDRESS OF THE JOINT VENTURE _____

_____

3. TELEPHONE NUMBER ( ) _____

4. CONTACT PERSON & TITLE _____

_____

5. IDENTIFY BELOW ALL OF THE FIRMS WHICH COMPRISE THE JOINT VENTURE PARTNERSHIP(S). IDENTIFY WHETHER THE FIRM IS A CERTIFIED MBE/WBE. INCLUDE CERTIFICATION NUMBER AND AGENCY WHERE APPLICABLE, AND INDICATE THE PERCENTAGE OF JOINT OWNERSHIP INTEREST.

NAME:

ADDRESS:

TELEPHONE NUMBER: **MBE_____ WBE_____**

IRS ID#

CERTIFICATION NUMBER: **PERCENTAGE OF OWNERSHIP _____**

CERTIFYING AGENCY:

NAME:

ADDRESS:

TELEPHONE NUMBER: **MBE_____ WBE_____**

IRS ID#

CERTIFICATION NUMBER: **PERCENTAGE OF OWNERSHIP _____**

CERTIFYING AGENCY:

NAME:

ADDRESS:

TELEPHONE NUMBER: **MBE_____ WBE_____**

IRS ID#

CERTIFICATION NUMBER: **PERCENTAGE OF OWNERSHIP _____**

CERTIFYING AGENCY:

6. **DESCRIBE, IN DETAIL, THE BUSINESS PURPOSE OF THE JOINT VENTURE PARTNERSHIP AND THE ROLE OF EACH FIRM IN THE JOINT VENTURE. INCLUDE INFORMATION REGARDING DAILY MANAGEMENT, BIDDING, PLANNING, ON-SITE WORK, AND STAFFING. ATTACH SUPPLEMENTAL PAGES IF NECESSARY.**

_____

_____

7. **ATTACH A COPY OF THE JOINT VENTURE AGREEMENT.**

Any changes to the joint venture agreement attached hereto or to this questionnaire, including changes in any of the arrangements described herein, must be approved in advance by the Authority's Affirmative Action Officer.

Each undersigned does hereby attest that the foregoing statements are true and correct.

_____	_____
NAME OF FIRM	**NAME OF FIRM**
_____	_____
SIGNATURE OF FIRM'S AUTHORIZED AGENT	**SIGNATURE OF FIRM'S** AUTHORIZED AGENT
_____	_____
PRINTED NAME	**PRINTED NAME**
_____	_____
TITLE	**TITLE**
_____	_____
DATE	**DATE**

IMPORTANT NOTICE TO ALL RESPONDANTS!

SECTION 3 REQUIREMENTS

Please complete the following Section 3 documents thoroughly. Proposals that qualify for Section 3 participation but lack the completed Section 3 forms and plans *will be deemed non-responsive and will not be considered for award.*

If you have any questions regarding Section 3, please contact the Sourcing Manager responsible for this solicitation or go to:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3brochure

Section 3 applies when the contractor is providing a service such as:

Architecture, Construction, Renovation, Landscaping, Accounting, Security, etc....

But does not apply to:

Vendors that provide supplies such as:

Paper, Office Supplies, Building Supplies, Automotive Vehicles, Computers, etc.

To clarify, all service contracts and all subcontracts are subject to Section 3 compliance except those for "routine maintenance." PHA's interpretation regarding what constitutes "routine maintenance" would include services such as filter replacement, boiler systems maintenance, fire-safety equipment maintenance and the like. Renovation projects such as those for conversion of vacant units would not fall under routine maintenance. If you have questions, call the Sourcing Manager responsible for this solicitation.

Philadelphia Housing Authority
Building Beyond Expectations

SECTION 3 PROGRAM OVERVIEW
REQUIRED FOR RECIPIENTS OF PHA CONTRACTS

HUD's Section 3 Program

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135]. Section 3 ensures that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be consistent with existing Federal, State, and local laws and regulations and directed to low and very low income persons. These economic opportunities are particularly given to recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

Meaning of "To the Greatest Extent Feasible"

A recipient of a Section 3 Covered Contract must make every effort within their disposal to meet the regulatory requirements of Section 3. As part of the Section 3 Covered Contract, potential vendors or contractors are required to have Section 3 residents make up at least 30% of the aggregate number of new hires during the life of the contract (e.g., 3 out of 10 new employees shall be Section 3 Residents if the need to hire is triggered to complete a Section 3 Covered Project/Activity PHA provides every potential contractor an action plan to assist with the recruitment and hiring of Section 3 Residents.*(See Section 3 Solicitation Evaluation Action Plan and Self-Certification)* The action plan provided is a demonstration of the "Greatest Extent Feasible" by utilizing strategies that will specifically target Section 3 Residents and businesses for employment and economic opportunities.

Eligible residents of Section 3 opportunities

Section 3 regulations require that, in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:

1. A PHA resident
2. A low- or very low-income person residing in the City of Philadelphia in which the Section 3 covered assistance is expended:
    a. Low Income - family's income does not exceed 80% of median income
    b. Very Low Income - family's income does not exceed 50% of median income

See Section 3 Prior to Bid Contract Forms for Section 3 Income limits.

Responding to a PHA Section 3 Covered Contracts for Solicitation

As a recipient of a PHA awarded Section 3 Covered Contract, all vendors or contractors are required to comply with the requirements of Section 3 throughout the life of the contract. As part of each bid or proposal response submitted, the respondent must do one of the following, if the need to hire is triggered respective to the time of the contract:

1. Vendor can identify themselves as a Section 3 business concern and are excluded from the need to hire. A business concern is:
    a. any business that is 51% or more owned by a Section 3 Resident *(complete Section 3 Prior to Bid Forms 1, 6, 7a-c, and 9b and complete Solicitation Evaluation Action Plan and Self Certification pages 4-9 are due upon proposal submission)* ;or
    b. a workforce consisting of 30% or more full time Section 3 Residents or persons who were Section 3 Residents within 3 years of employment *(complete Section 3 Prior to Bid forms 1-3, 6,7ac,e, and 9a and completion of Solicitation Evaluation Action Plan and Self Certification pages 4-9 are due upon proposal submission)*; or
    c. a business subcontracts more than 25% of the contract amount to Section 3 business concerns (vendor must identify subcontractor and complete the forms from options a or b depending on the subcontractor business concern status)

    A list of pre-qualified business concerns is available, from PHA, upon request.

    Note: Business concern status is approved upon submission of all materials listed. Status must be met at the time of proposal and prime contractors cannot claim Section 3 status by further subcontracting.

2. If a vendor is does not possess Section 3 business concern status, it must agree to have Section 3 residents make up at least 30% of their aggregate number of new hires. *Complete Section 3 Prior to Bid forms 1-3 and Solicitation Evaluation Action Plan and Self Certification, pages 4-9 are due upon proposal submission ;*

    Note: Completion of all Section 3 Prior to Bid Forms and Solicitation Evaluation Action Plan and Self Certification pages are due upon proposal submission.

Other Economic Opportunities

Circumstances may occur when a vendor or contractor is not in need of new hires or is unable to find qualified individuals to fill their needed positions. In these instances vendors or contractors have the **voluntarily option to provide** "Other Economic Opportunities" which include:

- Providing training that leads to economic self-sufficiency (*complete Section 3 Prior to Bid forms 10 and Solicitation Evaluation Action Plan and Self Certification, pages 4-9 are due upon proposal submission); or*
- Contributing to Section 3 scholarship for PHA residents (*complete Section 3 Prior to Bid forms 10 and Solicitation Evaluation Action Plan and Self Certification, pages 4-9 are due upon proposal submission).*

To qualify for the Other Economic Opportunities option, vendors or contractors **must** provide proof that they have exhausted all measures to hire or contract Section 3 residents and or businesses at the time of proposal submission.

After Responding to PHA a Section 3 Covered Contract for Solicitation

1. Vendor will be notified of their proposal status.
2. PHA will provide the successful bidder, vendor/contractor with the date, time and place of a conference to confirm contract award.

3. Successful bidder, vendor/contractor will be notified of their Section 3 compliance responsibilities upon contract award at a pre-contract award conference.

The conference will familiarize the vendor with the general plan of and all other requirements to the contract (e.g., EEO, Labor Standards, and Section 3 Reporting Requirements & Provide List of PHA's Work Ready Residents).

**Philadelphia Housing Authority proposals are subject to review by a nine member board of commissioners. PHA is dedicated to creating employment and/ or economic opportunities for our communities guided by the HUD Act of 1968. The completed documentation above will allow for the most up to date information from potential vendors during the decision making process.*

Philadelphia Housing Authority
Building Beyond Expectations

4 Steps to Responding to a PHA Section 3 Solicitation

Complete the following steps prior to responding to a PHA Section 3 Solicitation / RFP and submit all required forms and documentation.

Included Documents:

- Section 3 Program Overview Required for Recipients of PHA Contracts
- Section 3 Solicitation Evaluation Action Plan and or Self-Certification.
- Section 3 Prior to Bid Contract Forms 2013

Step 1: Review **Section 3 Program Overview Required for Recipients of PHA Contracts** document

Step 2: Identify business status referencing the **Responding to PHA Solicitation** section of the **Section 3 Program Overview 3 Overview Required For Recipients of PHA Contracts** and complete the required forms

Step 3: Complete the **Section 3 Solicitation Evaluation Action Plan and Self Certification** and all applicable forms in the **Section 3 Prior to Bid Contract Forms**

Step 4: Submit all documents from steps 2 & 3 to:

**Photocopy all completed forms, prior to submission, for you records*

Section 3 Solicitation Evaluation Action Plan and or Self Certification Confirmation

- **Directions:** Complete all applicable sections of this plan and return only the pages that apply to your business. All businesses must submit pages 4 - 9.

Methodology:

- The Section 3 information contained in the following pages is to be inserted in its entirety into every solicitation for work or contracts by the Authority, its contractors and sub-contractors. This document works in conjunction with the Section 3 Program Overview Required for Recipients of PHA Contracts to perform the following:
    a. Self-Certification & Confirmation of the methods elected for responding to a Section 3 RFP as referenced in the Section 3 Program Overview Required for Recipients of PHA Contracts.
    b. Supportive documents to the Section 3 Program Overview Required for Recipients of PHA Contracts for the Vendor to understand how to demonstrate the "Greatest Extent Feasible", to recruit Section 3 Residents and ensure bid response effectively demonstrates its commitment to create economic opportunities to low and very low income residents.

- All contractors requiring any sub-contractors MUST issue this package and receive the completed required forms below on pages 4-9 before issuing any contracts.
- Any contractor not meeting these requirements will have violated the Section 3 regulation and their contract may and likely will be terminated. If any contractor is terminated for failure to meet Section 3 requirements they will not be able to win awards on any other HUD funded contracts anywhere.

Section 3 Clause

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All Contracts and All Contractors must meet Section 3 compliance by:

Contractors must provide this package to all sub-contractors **(If Applicable)** when soliciting bids; meet all the same processes in A-F; and provide preference to all sub-contractors meeting the definitions as stated in Item II on pages 1-2 in that order of priority when all factors remain equal between Section 3 and non-Section other respondents.

A. Giving notice of any and all opportunities for employment and contracting to the local PHA and other low and very low income area residents and businesses by running ads, distributing flyers, community announcements, letter to targeted persons, newsletters, etc. as far in advance of the opportunity as possible.

B. Clearly stating the requirements for applying for and achieving the opportunity and that the project is paid by "Section 3 Covered funds under the HUD Act of 1968".

C. Utilizing the Section 3 Clause when soliciting any work.

D. Hold informational or "How to Apply" meetings when possible prior to requesting bids or taking applications so the residents or businesses are encouraged to apply for the opportunity.

E. Help link residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.

F. Work with the Authority in developing a communication and follow up process to track and report all Section 3 application and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate.

G. Provide Preference in hiring and contracting to Section 3 applicants and contractors when all factors are equal for the opportunity including price and salary requests.

Philadelphia Housing Authority
Contractor or Vendor Business Certification

Name of Business _____

Address of Business _____

Type of Business (Check One): ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Other

Description of Business Activities:

_____

All firms and individuals intending to do business with the Philadelphia Housing Authority MUST complete and submit this Action Plan and submit it with their bid, offer, or proposal. Any solicitation response that does not include this document (completed, signed, and notarized) will be considered non-responsive and not eligible for award.

Contractor Self-Certification of Business Concern Status

I am certifying as a Section 3 business concern and requesting preference to comply with requirements of Section 3 throughout the life of the contract (Select only one option):

1. Vendor identifying themselves as a business concern that is 51% or more owned by a Section 3 Resident:

    a. A business claiming business concern status as a Section 3 Resident-Owned Business Concern (ROB) entity and has completed *forms 1, 6, 7a-c, and 9b* :

    Initial here to select this option _____

    b. A business claiming business concern status as based on its workforce of 30% or more full time Section 3 Residents or persons who were Section 3 Residents within 3 years of employment and has completed *forms 1-3, 6,7ac,e, and 9a*; or

    Initial here to select this option _____

    c. the business subcontracts more than 25% of the contract amount to Section 3 business concerns (vendor must identify subcontractor and submit completed required forms for option a or b depending on the subcontractor business concern status)

- Provide a list of intended subcontract Section 3 business(es) with subcontract amount
- Provide certification & all supporting documentation for each planned subcontract Section 3 Business

Initial here to select this option _____

Note: Business concern status is approved upon submission of all materials listed. Status must be met at the time of proposal and prime contractors cannot claim Section 3 Status by further subcontracting. Additional documentation is required for joint ventures that claim this status.

Non-Business Concern Self Certification

I am NOT certifying as a qualified Section 3 Business Concern but, if the need to hire is triggered I agree to have Section 3 residents make up at least 30% of my permanent full-time new hire staff.

1. If a vendor is not of business concern status, they must agree to have Section 3 residents make up at least 30% of their permanent full-time new hire staff as needed and has completed *forms 1-3.*

   Initial here to select this option _____

Please identify the methods you will employ to secure Section 3 Residents/Persons (check all that apply)

- ☐ Distribute Flyers door-to-door to ALL local public housing authorities
- ☐ Post notice on the Authority's web site
- ☐ Run multiple advertisements in the local paper announcing the hiring opportunities
- ☐ Post signs at the entrance to the job site that it is a Section 3 covered project
- ☐ Notify residents and local community organizations including shelters and churches
- ☐ Defer to any list of Employment Readiness trained residents provided by the Authority
- ☐ Other: _____

I anticipate my total number of employees for this contract to be ____ and _____ will be Section 3 qualified.

Note: This will be the same number reflected on Form#2 of Section 3 Prior to Bid Contract Forms 2013

Non-Business Concern Self Certification if No Hiring is Needed

I am NOT certifying as a qualified Section 3 Business Concern, have no hiring needs at this time and/or unable to identify qualified Section 3 Residents. I voluntarily agree to commit funding from my contract to provide Other Economic Opportunities in place of the 30% hiring requirement.

1. Contractors providing Other Economic Opportunities can contribute to Section 3 scholarship or provide training that leads to economic self-sufficiency for PHA Residents. To qualify for the Other Economic Opportunities option, contractors must provide proof that they have exhausted all measures to hire or contract Section 3 Residents and completion of *form 10.*

Please choose the opportunity you will provide

- ☐ Scholarship – Contribute to Section 3 scholarship for PHA residents in the amount of 3% for non-construction and 5% for construction or more, of the total contract award.
- ☐ Training – Provide training that leads to economic self-sufficiency. Training curriculum must accompany this option. *(Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, the trainees must be paid Davis-Bacon wages and covered under their workers compensation insurance)*

Initial here to select this option and complete Form # 10 _____

-or-

I am NOT certifying as a qualified Section 3 Business Concern and have no hiring needs at this time, time and/or unable to identify qualified Section 3 Residents.

-AND-

I "DO NOT "voluntarily agree to commit funding from my contract to provide Other Economic Opportunities in place of the 30% hiring requirement.

1. Contractors must complete and initial the following below:

_____ I do not anticipate any new hires on this contract.

_____ I do not anticipate any new contracting by my firm on this contract.

_____If the need to hire is triggered throughout the duration of the contract, I commit to have Section 3 residents make up at least 30% of the aggregate number of new hires during the life of the contract (e.g., 3 out of 10 new employees shall be Section 3 Residents).

_____If the need to hire is triggered throughout the duration of the contract; I do agree to exercise the "Greatest Extent Feasible" for recruitment and employment of Section 3 Residents

Check all methods you will employ to secure Section 3 Residents/Persons if the regulation is triggered by the need to hire:

- ☐ Distribute Flyers door-to-door to ALL local public housing authorities
- ☐ Post notice on the Authority's web site
- ☐ Run multiple advertisements in the local paper announcing the hiring opportunities
- ☐ Post signs at the entrance to the job site that it is a Section 3 covered project
- ☐ Notify residents and local community organizations including shelters and churches
- ☐ Defer to any list of Employment Readiness trained residents provided by the Authority

Other: _____

Self-Certification & Required Actions to Perform "To the Greatest Extent Feasible"

The contractor will work with the Authority property managers and staff to notify residents of any opportunities afforded under our contract. The contractor will partner with the Authority by giving preference of any employment opportunities to the Section 3 persons or concerns that have successfully completed the authorities most recent or previous employment readiness type training. It is the contractor's intent to partner with the Authority in selecting new employees or businesses from the list they provide, or to execute its own company sponsored training. The contractor will seek to have the Authority provide a referral for a qualified training firm that can also provide technical assistance in working with the Section 3 covered persons and/or businesses to advise the contractor on how best to comply with the HUD regulations.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a good faith effort to fill vacant positions with the Authority resident applicants and/or very low-income area residents.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents through documentation of the following:

Local media advertising

1. Signs placed at the proposed site for the project and the Authority's offices and flyers hand delivered to all local public housing apartments
2. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.
4. Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority hiring list and offered positions upon the occurrence of the first available appropriate job opening.

If subcontract is needed to meet Section 3 Compliance:

If a subcontract is needed to meet Section 3 compliance, contractors must demonstrate the greatest extent feasible to direct their efforts to award Section 3 Covered Contracts to Section 3 business concerns.

Record Keeping:

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc, in connection with this contract. If there is a report that is needed as part of the submission you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records the Authority, its staff, or agents.

Reports:

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The contractor will certify that any vacant employment positions, including training positions that filled:

1) After the contractor is selected but before the contract is executed, and

2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if a good faith effort was not followed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the above information is true and correct.

_____ _____

Print Name Signature

_____

Title

_____

Date

STATE OF _____

_____ COUNTY

I, the undersigned county, a Notary Public in and for said County and in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____, and with full county, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20___.

Notary Public:

My Commission Expires: _____

Section 3 Contract Compliance Cure and Termination Processes

This language is a component of contract compliance with the work you are responding to in this solicitation. It is being placed in the Section 3 compliance section for ease of reference and due notice. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD on page 3 of this document.

All contractors claiming a Preference in contracting by meeting any of the three qualifications including; a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 regulatory requirements by executing the efforts on their Certification and Action Plan in accordance with the Authority's Section 3 Action Plan.

The Authority shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail by the Section 3 Compliance Coordinator notifying them of their non-compliance issue. The contractor will have a total of **60 Calendar Days (2-30 Day Attempts Consecutive Notifications)** to bring the contract into compliance.

B. The contractor shall have up to **30 additional calendar days** (3rd **Notice /Attempt)** from the most recent notice of non-compliance **to meet compliance as a final cure period** or **justify in writing why it cannot meet compliance**. The contractor must render a response to the contractor within **10 business days** of receipt of its letter of reason for non-compliance. If the Authority deems the cause to be unacceptable , at its option, can extend the cause period one time for up to **5 Business Days** to allow the contractor to identify and secure "Other Economic Opportunities" options as described in **"Section 3 Program Overview Required For Recipients of PHA Contracts Document"**, or

C. If the contractor fails to take any corrective action to bring the contract into compliance **within 30 calendar days** from the most recent notice of non-compliance (**3rd Notice / Attempt as Described in B. Above)**, or the Authority does not accept any of their corrective plans or justifications for non-compliance, the Authority must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement **shall proceed within 72 hours of termination pending PHA's Legal Dept.**, further correspondence and instruction. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

D. If a contractor fails to bring the contract into compliance, after the **3rd attempt (90 Calendar Days)** the Authority must withhold all future payments until the contract is in compliance.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within a total of (30-60 calendar days) of contract start** or the Authority shall halt all work related to the agreement and the actions listed in steps A-D in this section shall apply.

The contractor understands and agrees that PHA's Section 3 Team will conduct routine compliance site visits and review a PHA provided FTE/Section 3 Certified Payroll Report and or Section 3 Hiring Confirmation Forms to ensure that the Section 3 hires, hours and positions are clearly identified and compliance. Contractor agrees to provide information each time in an Excel or Word format each time the payroll is processed throughout the contract.

PHILADELPHIA HOUSING AUTHORITY

SECTION 3 POLICIES AND FORMS

REVISED AUGUST 2013

Philadelphia Housing Authority
Building Beyond Expectations

INTRODUCTION

This Policy Statement and Forms Package:

- Sets forth the policy, goals, and preferences of the Philadelphia Housing Authority ("PHA") in the administration of its Section 3 program, which is intended to ensure that employment and other economic opportunities generated by certain financial assistance provided by the U.S. Department of Housing and Urban Development ("HUD") shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, and to business concerns which provide economic opportunities to low- and very low-income persons;
- Summarizes the standards and procedures to be followed to ensure that the objectives of Section 3 are met that are set out in 24 C.F.R Part 135;
- Provides the guidelines for contractors to follow; and
- Contains forms for contractors to demonstrate compliance.

Special emphasis is given to hiring residents of PHA communities. The requirements and forms follow.

For more information visit HUD's website at:
http://www.hud.gov/section3

or visit PHA's website at:
http://www.pha.phila.gov/section3jobs

Educational workshops for residents, vendors and prospective businesses are available. Workshops include Section 3 Policies and Procedures, as well as Contracting Process review. Sessions and times can be found at:
http://www.pha.phila.gov/business-opportunities.aspx

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FORMS – PRIOR TO BID 2
FORMS – DURING CONTRACT 3

I. BID OR PROPOSAL EVALUATION

Vendors who fail to address Section 3 requirements may be deemed nonresponsive. To avoid being nonresponsive, the proposal or bid documents submitted to the PHA must include the Contractor's Affidavit and Compliance Commitment, and all applicable attachments and supporting documentation, supporting claims of compliance by hiring, contracting, or other economic opportunities, in the proposal or bid documents submitted to the PHA.

A vendor who fails to address Section 3 requirements sufficiently may receive a written notice from the PHA specifying the defects in the Section 3 information. Vendors receiving such notice will be given no more than 5 business days to address the deficiencies and provide all required documents. Failure to respond within the 5 days will result in PHA declaring the bidder or respondent non-responsive. The contact or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is based procurement, PHA will award to the firm that is the next highest ranked.

In evaluating proposals, PHA will give credit to firms that employ Section 3 Residents that are not new hires and that will be assigned to the Section 3 Covered Project for which the proposal is submitted.

FORMS – PRIOR TO BID

The following forms should be submitted prior to or at the time of a bid in anticipation of receiving a contract award to document Section 3 efforts and compliance.

Form 1 – Existing Employee List. This list identifies who will work on the PHA project. Any workers added after initiation of work will be assumed to be new hires.

Form 2 – Hiring Plan. This form requires the contractor to specify all positions anticipated to be involved in work. Included is a narrative statement regarding plans.

Form 3 – Hiring and Contracting Goals Narrative. This form is used to describe the efforts made in order to comply with Section 3 Hiring and Contracting goals.

Form 4 – Contracting Plan Worksheet. This form lists each contract to be used and applies Section 3 and other criteria to the contracts.

Form 5 - Subcontractor Activity. This form applies if subcontracting will be performed. Subcontractors will be listed, along with Section 3 information.

***Form 6** – Section 3 Residency Self Certification Form. This form is to be filed out for each Section 3 Resident currently hired or hired in the future.

***Form 7** – Section 3 Business Concerns. This worksheet provides backup information regarding Section 3 Business Concerns involved in performance of work.

Form 10 – Utilization Plans. If Tier 3 is selected, contractors shall provide the information in this form.

***Only complete forms if requesting Section 3 Business Concern Preference in proposal evaluation**

FORMS - DURING CONTRACT

The following forms should be submitted after a contract is issued or during the contract lifespan as required (such as personnel changes) to document Section 3 efforts and compliance:

Form 6 – Resident Affidavit. This form is to be filed out for each Section 3 Resident currently hired or hired in the future.

Form 7 – Section 3 Business Concerns. This worksheet provides backup information regarding Section 3 Business Concerns involved in performance of work.

Form 8 – Employee Termination Tracking Form. This form collects information on termination of Section 3 Residents.

Form 9 – Resident and Business Concern Affidavit. This affidavit is to be executed by the Contractor and/or subcontractor to demonstration Section 3 qualifications.

Form 11 -FTE Report. This document tracks employees, trades, hours worked, and projects. This form should be completed monthly for construction projects and quarterly for non-construction projects.

Philadelphia Housing Authority
Building Beyond Expectations

FORM – 1
EXISTING EMPLOYEE LIST

A. PROJECT NAME AND LOCATION:_____

B. DEVELOPER/CONTRACTOR /APPLICANT:_____ C. DATE: _____

EMPLOYEE NAME/ADDRESS	SOCIAL SECURITY NUMBER (LAST 4 DIGITS)	JOB CATEGORY/TRADE

Philadelphia Housing Authority
Building Beyond Expectations

FORM – 2
HIRING LIST

All awarded contractors who have selected to meet their Section 3 requirement through hiring, must complete and submit this form to the Philadelphia Housing Authority. The Philadelphia Housing Authority expects employment retention throughout the life of the contract.

Prime Contractor's Name _____ Contract # _____

Job Category	Total Expected New Hires Needed for Contract	Total Expected Number of Workforce Man hours Needed for Contract	Total Number of Positions Currently Occupied by Core Employees	Total Estimated Number of Workforce Man hours to be Performed by Current Core Employees	Total # of Expected Section 3 New Hires in each Category	Total Estimated Number of Workforce Man hours to be Performed by Section 3 Residents	Apprenticeship Confirmation			
							Total Expected Number of Section 3 New Hires that will be Apprentice for "On The Job Training"	List Types of Pre-Apprenticeship or "On The Job Training" Positions Available to Section 3 Residents	List The Name Of The Training Program Provider (If Applicable)	What Type of Certification Will Be Provided At The Completion of Training (If applicable)

Note: Apprenticeships are recognized as "on the job training", therefore accepted as new hires. An apprentice is anyone who works for a skilled or qualified person in order to learn and or gather instruction in a trade or profession for a recognized period.

FORM – 3
EFFORTS TO COMPLY WITH SECTION 3
HIRING AND CONTRACTING GOALS
NARRATIVE

Please describe in a narrative the efforts you plan to make or have already made in order to comply with Section 3 Hiring and Contracting goals.

CONTRACTING PLAN (if applicable) **FORM-4**

List Each and Describe Briefly Subcontractor (A)	Approximate Dollar Value (B)	Construction (C) or Non-Construction (NC) (C)	Section 3 Business Concern (Y/N) (D)	Ethnic Racial Code (E)	Female Owned/ Minority Owned Business (Y/N) (F)
1.	$				
2.	$				
3.	$				
4.	$				
5.	$				
6.	$				
7.	$				

Ethnic/Racial Codes:

1. White American
2. African American
3. Native American
4. Hispanic American
5. Asian Pacific American
6. Hasidic Jew

SUBCONTRACTOR ACTIVITY REPORT (if applicable)

FORM-5

Contract Number: (A)	HUD Funding Source: (B)	Date: (C)
Contractor: (D)	Address:	
Project Name and Location: (E)	Actual Construction Start Date: (F)	

Name of Subcontractor Complete Address and Tax I. D. Number (G)	Amount of Contract (H)	Ethnic/Racial Code (I)	Gender Code (J)	Section 3 Business Concern (Y/N) (K)	Type (s) of Services Provided (Including Supplies) (L)	Anticipated Start and Completion Date: (M)
	$					From: To:
#:	$					From: To:
#:	$					From: To:
#:	$					From: To:
#:	$					From: To:

Ethnic/Racial Codes: 1. White American 3. Hispanic American
2. African American 4. Asian Pacific American

Philadelphia Housing Authority
Building Beyond Expectations

PHILADELPHIA HOUSING AUTHORITY
SECTION 3 RESIDENCY
SELF-CERTICATION FORM
FORM-6

INSTRUCTIONS: Please complete this form to verify your qualification as a Section 3 resident.

1) I, _____, (PRINT NAME) am a legal resident of the City of Philadelphia and am either a resident of Philadelphia Housing Authority ("PHA") housing or meet the income eligibility guidelines for a low or very low income person, as set forth on the next page.

2) **I certify that I am a Section 3 resident because (check all that apply):**

   ☐ I am a PHA resident and my Client ID # is: _____, or

   ☐ I am City of Philadelphia resident who lives within ½ mile radius of a site where Section 3 contracted work is being performed; there are a total of _____ people living in my household and with my total annual household income is $_____.

3) My home address and phone number are:

   _____
   (MUST BE A **STREET** ADDRESS NOT A P.O. BOX #) (APT. NUMBER)

   _____
   (PHA SITE NAME – IF APPLICABLE)

   _____
   (CITY) (STATE) (ZIP) (HOME TEL.) (CELL NO.)

4) The last four digits of my social security number are: _____

I certify that all of the information given above is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed. I understand that proof of this statement may be requested in the future.

_____ _____
Signature Date

SECTION 3 HUD INCOME LIMITS (Effective 7/22/14)

All residents of public housing developments of the Philadelphia Housing Authority qualify as Section 3 residents.* Additionally, individuals residing in the City of Philadelphia within a ½ mile radius of a site where Section 3 contracted work is being performed, who meet the income limits set forth below, can also qualify for Section 3 status

Eligibility Guideline		
Number in Household	**Very Low Income**	**Low Income**
1 individual	$ 27,600	$ 44,150
2 individuals	$ 31,550	$ 50,450
3 individuals	$ 35,500	$ 56,750
4 individuals	$ 39,400	$ 63,050
5 individuals	$ 42,600	$ 68,100
6 individuals	$ 45,750	$ 73,150
7 individuals	$ 48,900	$ 78,200
8 individuals	$ 52,050	$ 83,250

* Section 3 is a provision in the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u and 24 C.F.R. Section 135.1). Its purpose is to ensure that economic opportunities, to the greatest extent feasible, are given to low and very low-income persons, particularly to recipients of government housing assistance. Section 3 job opportunities relate to new hiring due to contracts with PHA. Section 3 residents are PHA residents, or persons who live within ½ mile radius where a Section 3 contract is being performed and who have a household income that is low income or very low income under HUD's income limits.

Philadelphia Housing Authority
Building Beyond Expectations

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

(if applicable) **FORM-7**

The undersigned, being first duly sworn, on oath represents, warrants, certifies, deposes and says, under penalty of law, as follows:

[A]

Name of Business (the "Company") _____

Address of Business _____

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

Attached is the following documentation as evidence of status:

[B]

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

- ❑ Copy of resident lease
- ❑ Copy of evidence of participation in a public assistance program
- ❑ Copy of receipt of public assistance
- ❑ Other evidence

[C]

For business entity as applicable:

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

[D]

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

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

[E]

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

- ❑ List of all current full-time employees
- ❑ PHA Residential lease less than 3 years from day of employment
- ❑ List of employees claiming Section 3 status
- ❑ Other evidence of Section 3 status less than 3 years from date of employment

NOTE: Current HUD income limits for Section 3 residents may be found by going to http://www.huduser.org/portal/datasets/il/il11/index.html and selecting the Philadelphia region.

The Company hereby agrees to provide, upon request, additional documents verifying the information provided above.

Under penalty of perjury, I certify that I am the _____ (Title) of the Company, that I am authorized by the Company to execute this affidavit on the Company's behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

_____ (Corporate Seal)
Signature

_____
Name

Commonwealth of Pennsylvania

County of _____

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

_____
Notary Public

My Commission expires: _____

Philadelphia Housing Authority
Building Beyond Expectations

EMPLOYEE TERMINATION TRACKING FORM
SECTION 3 RESIDENTS FORM-8

(A) Contractor's Name/Address of the project: _____

(B) Contract #: _____

(C) Report Period – From: _____ To: _____

EMPLOYEE NAME (D)	SOCIAL SECURITY NUMBER (E)	POSITION HELD (F)	START DATE (G)	FINISH DATE (H)

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his or her knowledge and there is no willful intent to mislead or commit fraud.

_____ (I) Signature

_____ (J) Title

_____ (K) Date

Philadelphia Housing Authority
Building Beyond Expectations

SECTION 3 RESIDENT AFFIDAVITS
FORM – 9A

I, _____, the Developer/Contractor, or the authorized representative of the Developer/Contractor, do hereby attest that I have examined the proofs of residency and income for each person signing a Section 3 Resident affidavit (FORM-5) as a low or very low-income person and or a resident of the Philadelphia Housing Authority. I also attest that the proofs supplied and representations made for Section 3 status are accurate as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended and the regulations.

I fully understand that this affidavit is a substantive part of the contract and that intentional submission by the developer/contractor of false information shall be a material breach of the contract, and that the Philadelphia Housing Authority may exercise those rights provided to it under the contract by law.

_____	_____	_____
Developer/Contractor	Signature	Date
_____	_____	_____
Contract number	Work Site	Position/Title

Commonwealth of Pennsylvania

County of _____

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

_____
Notary Public

My Commission Expires:_____

Philadelphia Housing Authority
Building Beyond Expectations

SECTION 3 BUSINESS CONCERN AFFIDAVIT
FORM – 9B

I, _____, the Developer/Contractor or the authorized representative of the Developer/Contractor, hereby attests that the Business identified below is a Section 3 Business Concern. I also attest that the proofs supplied and representations made for Section 3 status are accurate as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended and the regulations.

_____
Name of Section Business

_____ _____
Contract No. Dollar Amount of Contract

_____ _____
Contact Person Phone Number

_____
Reporting Period

_____
Project Name

This Section 3 Business Concern is:

_____ Corporation _____ Partnership

_____ Sole Proprietorship _____ Joint Venture

Qualifying Business:

1. _____ 51% owned by Section 3 low income residents.
2. _____ 30% Section 3 low income residents dollar award.
3. _____ 25% of contract work committed to subcontract to Section 3 Business Concerns.

I do certify that the above information is correct.

_____ _____
Signature Title

Philadelphia Housing Authority
Building Beyond Expectations

SECTION 3 OTHER ECONOMIC OPPORTUNITIES (if applicable)
FORM – 10

The Contractor agrees to provide other economic opportunities (the value of which must equal or exceed the threshold requirements) to train and employ Section 3 Residents or contribute to a fund which provides other economic opportunities in accordance with provisions of the Section 3 Policy as indicated below:

[ ] Training Related (Attach Curriculum)– vendors may provide paid training opportunities for PHA residents (especially on-the-job training). Opportunities should fall under one or more of the following categories:

- Life skills
- Job-based skills
- Employment skills, or
- Business development

Training Program will require the following:

- ✓ Contractor **must develop and submit a solid professional curriculum** and it must be approved by a qualified state Department of Labor or the Authority.
- ✓ Contractor may identify a person or persons that are qualified to provide the training within their staff.
- ✓ Contractors can partner with other groups that provide the desired training and pay them directly for the service.
- ✓ The contractor can sub-contract the Section 3 compliance training to an outside firm specializing in training and educational programs to Section 3 residents.

Note: Training proposed program is subject to PHA review and approval.

[ ] Scholarships for PHA residents -- the vendor may contribute to a PHA Resident Scholarship fund. The funds will be provided to schools, institutes, etc. via a third party to provide scholarships exclusively for PHA residents

Time Frame:

a. All proposal requirements including Form 10, the Solicitation Evaluation Action Plan are due upon submission to PHA.

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the PHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract from the Philadelphia Housing Authority. Failure to submit this form may jeopardize the responsiveness of our submission.

Attested to by:

_____

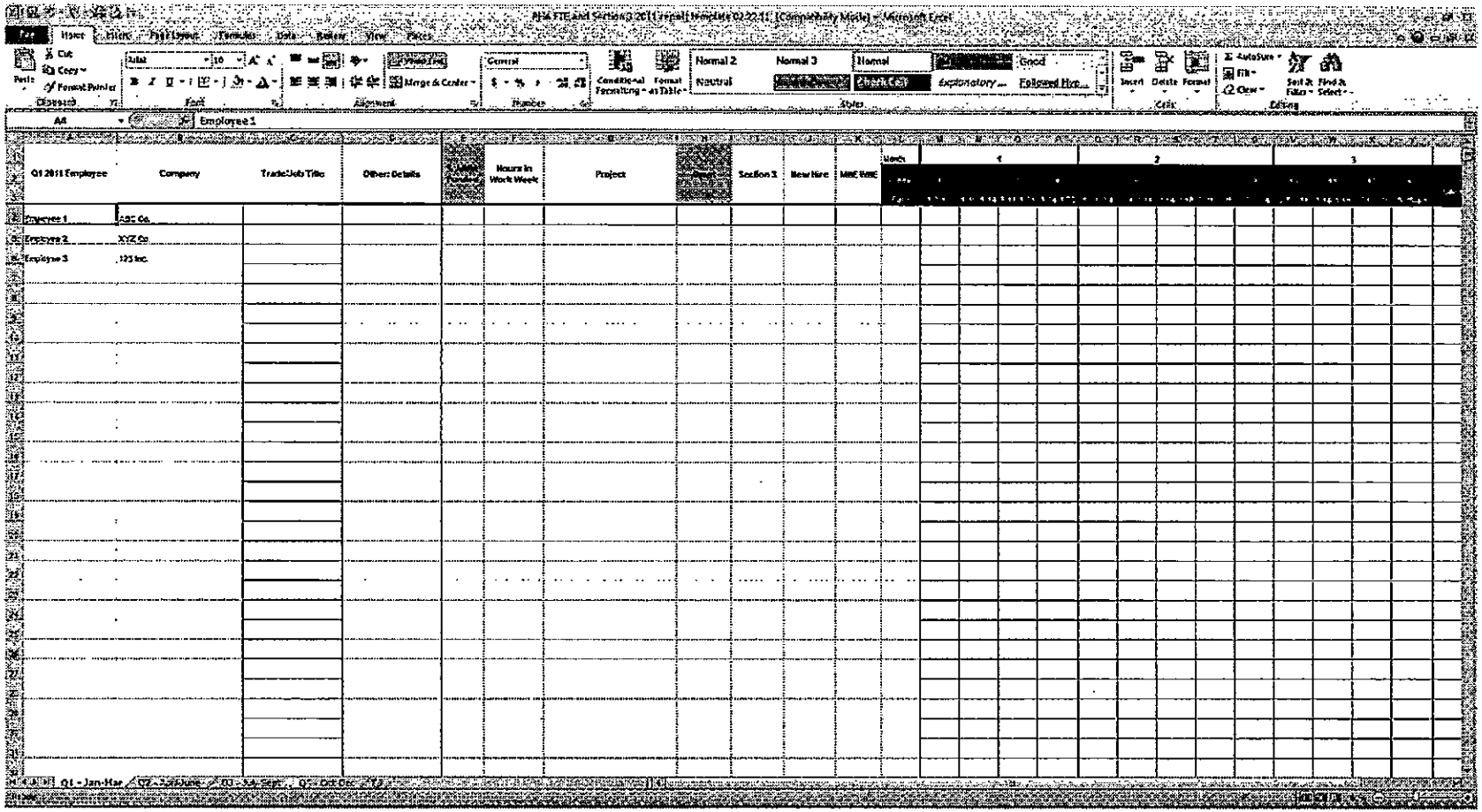
President or Authorized Officer Date

Notary Seal

Signature _____ Date _____

Philadelphia Housing Authority
Building Beyond Expectations

Acceptance / Approval By: _____

Senior Manager, Contract Compliance Date

FTE REPORT (SAMPLE) - FORM 11