Request for Proposals (RFP):

Capital Needs Assessment Services & Energy Audit Services

Preservation Needs Assessment Program

Release Date: 10/13/2026

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Introduction

The Philadelphia Housing Development Corporation (PHDC) is seeking qualified vendors to complete Capital Needs Assessments (CNAs) and Energy Audits for residential properties throughout Philadelphia. The assessments will be conducted as part of the Preservation Needs Assessment Program, which is designed to help owners of at-risk affordable housing developments evaluate whether, and how, a property can be preserved as long-term affordable housing. This RFP will result in the selection of one or more qualified vendors to provide the assessments. A vendor may be selected to complete CNAs, Energy Audits, or both, consistent with the services for which it applies. Selected vendors will be responsible for completing such assessments in conformity with the requirements described below.

Through a separate application process, property owners will apply to PHDC to request CNAs, Energy Audits, and/or Preservation Feasibility Studies. Vendors selected through this RFP will be responsible for completing CNAs and/or Energy Audits for properties selected through that process. PHDC anticipates that assessments will be required for a range of residential property types, sizes, and configurations, including multifamily buildings with 50 or more units, multifamily buildings with 20 to 50 units, and scattered-site portfolios that include single-family homes and rowhouses. The physical condition of properties is also expected to vary from properties in need of moderate repairs to those requiring substantial rehabilitation.

Vendors providing CNAs must at a minimum demonstrate at least three (3) years of relevant experience providing CNAs for multifamily and/or scattered-site affordable housing. Vendors providing Energy Audits must at a minimum include one current Building Performance Institute (BPI) Certified Multifamily Building Analyst on the proposed project team and demonstrate at least three (3) years of relevant experience with energy audits and energy modelling.

The resulting contract is anticipated to be funded in whole or in part by federal CDBG-DR funds and will be subject to all applicable laws, regulations, and funding source terms and conditions, including any federal reporting requirements. Vendors awarded under this RFP shall comply with all applicable laws including but not limited to the requirements outlined in Exhibit A, CDBG-DR Terms & Conditions, which may be amended from time to time.

Scope of Work

Assuming performance expectations are met, PHDC anticipates that each awarded vendor may be assigned a minimum of two (2) CNAs and/or Energy Audits. PHDC anticipates that between ten (10) and twenty-five (25) projects will be assessed overall. PHDC will assign projects to awarded vendors based on factors such as vendor capacity and availability, property location, and relevant experience or specialization. Each assignment will be issued to the selected vendor via a Notice to Proceed identifying the property, scope, deliverable, schedule, and fee. Vendors shall complete each assessment and submit the required deliverables to PHDC within thirty (30) calendar days of receipt of a Notice to Proceed unless otherwise approved in writing by PHDC.

CNA Requirements

Vendors selected to complete CNAs will be expected to produce CNAs that generally follow the component-based approach reflected in HUD's CNA e-Tool and applicable HUD CNA guidance, including the following five (5) major components:

- Critical Repair Items: All CNAs must identify health and safety deficiencies or violations of Section 8 housing quality standards and FHA's regulatory agreement standards that require immediate remediation. The vendor shall also identify known or reasonably foreseeable environmental hazards that may affect the property's physical condition, rehabilitation scope, cost, or feasibility. Based on the property's age, construction, location, observed conditions, proposed scope of work, and applicable federal, state, and local requirements, the vendor shall identify whether additional environmental testing or assessments are warranted, including, as applicable, lead-based paint, asbestos-containing materials, radon, mold or moisture intrusion, pests, and other hazardous materials. The vendor shall identify any recommended testing or assessments and incorporate the anticipated cost and timing into the CNA and, where applicable, the proposed rehabilitation scope.

- Twelve-Month Physical Needs: All CNAs must include an estimate of the repairs, replacements, and significant deferred and other maintenance items that will need to be addressed within 12 months, including the minimum market amenities needed to restore the property to the non-luxury standard adequate for the rental market for which the development was originally approved. Where a range of options exists, the most effective options for rehabilitation should be chosen, when both capital and operating costs are taken into consideration.

- Estimated Useful Life (EUL) Analysis: All CNAs must identify the timing and cost of major repairs and replacement over a minimum twenty (20)-year period. The analysis shall include a year-by-year replacement cost schedule showing the projected capital expenditures and reserve balances and shall identify any projected funding shortfalls each year.

- Replacement Reserve Analysis: All CNAs must include an estimate of the initial and monthly deposit to the Replacement Reserve account needed to fund the development's long-term physical needs for a minimum 20-year period, accounting for inflation, the existing Replacement Reserve balance, and the Expected Useful Life (EUL) of major building systems. This analysis shall include the cost of twelve months of physical needs and shall not incorporate items that would be treated as operating expenses.

- Cost Estimate: All CNAs must include an overall cost estimate for repairs that includes all work 1) listed as a Critical Repair Item, 2) noted in the Twelve-Month Physical Needs, and 3) included within the first fifteen (15) years of any Long-Term Physical Needs identified.

CNAs should be structured using the following outline:

1. Development Summary Sheet: Provide basic information about the property, including property name and address, ownership, number and type of residential units, building and site characteristics, year constructions, and year(s) of major rehabilitation.

2. Executive Summary: Summarize the overall physical condition of the property, the immediate or near-term capital needs, and the recommended repairs and replacements over the assessment period as well as the estimated cost; identify significant deficiencies in the assessment.

3. Index: Provide an organized index of the CNA report, including page numbers and, as applicable, appendices and supporting documentation.

4. Introduction: Describe the scope of the assessment, dates of site inspections, personnel involved, documents and information reviewed, areas and components inspected, and any limitations or assumptions affecting the assessment.

5. Floodplain Analysis. Using the most up-to-date FEMA Flood Insurance Rate Map, state whether the project is in, or immediately adjacent to the 100-year or 500-year floodplain, Floodway, or Limit of Moderate Wave Action (LiMWA) line. While not typically required in a standard CNA, vendors are also expected to complete a visual inspection of the property as it relates to flooding and food risk and to speak with the property owner or manager about historical flooding. The vendor shall document any visible evidence of past or recurring flooding, water intrusion, or inadequate drainage.

6. Building Evaluation. Summarize building location(s) and age as well as a brief description of each building.

7. Accessibility Evaluation: While not typically required in a standard CNA, vendors are expected to complete a visual inspection of the property as it relates to accessibility. The evaluation should identify readily observable barriers that may limit access to and use of the property by persons with disabilities. At a minimum, the evaluation should consider accessible routes and assess door widths.

8. Site Improvement Evaluation. Describe the evaluation of all utilities, parking, paving, sidewalks, sewer, drainage, landscaping, trash enclosures, compactors, and general site improvements. If applicable, recent upgrades to building water systems and stormwater management systems should also be described.

9. Architectural and Structural Systems Evaluation. Describe the evaluation of foundations, superstructure and floors, roofs and roofing, exterior walls and stairs, siding, downspouts, and common areas energy efficiency, tenant amenities, playgrounds and playground equipment.

10. Mechanical and Electrical Systems Evaluation. Describe the evaluation of HVAC, plumbing, electrical, elevators, fire protection systems, security systems, smoke detection and carbon monoxide detection systems. For buildings constructed prior to 1950, PHDC may require the vendor to perform a camera inspection of the sewer line to identify conditions that may affect the continued operation of the system.

11. Interior Dwelling Units Evaluation. Describe the evaluation of finishes, floors, walls, ceilings, paint, kitchens and appliances, carpet, vinyl, interior doors, shelves, cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems, security systems. Vendors will be expected to inspect a

minimum of 20% and not less than five apartment interiors. For scattered sites, vendors will be expected to inspect a minimum of 90% of apartment interiors.

12. Common Area and Accessory Space Evaluation: Describe the evaluation of all common areas and accessory spaces such as community rooms, maintenance offices, and laundry rooms.

13. Estimated Useful Life and Replacement Reserve Analysis. Detail the computation of repairs and replacement reserves in this section, as well as the basis for identifying any item for repair or replacement.

14. Acknowledgements. Describe who prepared the report, when it was prepared, and who received the report.

15. Appendices. May include photographs, site plans, and maps.

Energy Audit Requirements

Vendors selected to provide Energy Audit services will be expected to prepare ASHRAE Level 2 energy audits that detail measures to reduce both development-paid and tenant-paid utilities. The goal of the audit is to identify energy and water savings measures that might otherwise be overlooked during general preservation scoping as well as to evaluate solar readiness.

Energy audits shall generally conform to the scope and methodology of an ASHRAE Level 2 Energy Audit, including review of historical utility consumption, building systems and equipment, and operating conditions.

Energy Audits should include the following:

- Analysis of consumption levels and patterns for existing energy sources (electric, natural gas, liquid propane, fuel oil, and water). A minimum of one year of bills should be evaluated. Audited financials are not acceptable. Fuel usage data should also be normalized with local weather data.
- Review of maintenance and repair records.
- Review of as-built record drawings.
- Summary of discussions with building management related to building performance, HVAC systems, electrical, and building envelope. Reported occupant comfort and complaints should be included in the notes as well.

- Summary of site visit conducted using acceptable techniques for building type and site (i.e. small building with independent entries may utilize blower testing, whereas larger buildings with common entrances and hallways may utilize a visual inspection and measurements to calculate leakage).
- Field verification of blueprints.
- Field verification of ventilation systems, MEP equipment, and fan operation.
- Evaluation of building envelope condition.
- Identification of moisture problems, if applicable.
- Evaluation of solar array feasibility.

Energy Audits should be structured using the following outline:

1. Scope and Summary: Must include the following:
    a. A summary of the scope of work completed, including the equipment and building conditions evaluated, as well as an overview of the audit process
    b. A summary of the recommended energy savings opportunities and how the recommended opportunities compare to the existing code
    c. A summary of the energy consumption analysis
    d. Life cycle savings of measure (assuming a 3% annual utility cost escalator)
    e. Estimated operating cost
    f. Estimated operating cost savings
    g. Savings-to-Investment Ratio (SIR) based on Estimated Cost
    h. Annual CO2 reductions

2. Building Description: Must include a description of at least the following:
    a. Building envelope
    b. Mechanical systems and equipment
    c. Electrical systems and equipment
    d. Plumbing systems and equipment

3. Energy Conservation Measures (ECMs) Summary: Must include a summary of the ECMs identified for the project, including the following:
    a. Description of the proposed measure
    b. Rationale for the proposed measure
    c. Estimated implementation cost
    d. Estimate energy and/or water savings
    e. Estimated annual dollar savings
    f. Expected useful life
    g. Savings-to-Investment Ratio (SIR)

h. Implementation considerations, including any anticipated impacts on building operations or residents

4. Utility Analysis: Must include the following for each applicable utility:
    a. Analysis of available fuel and electricity bills, including historical consumption and costs
    b. Identification of significant trends or anomalies in energy consumption
    c. Identification of significant energy-consuming systems or end uses
    d. Documentation of assumptions and methodology used to calculate trends

5. Recommended Operations and Maintenance Plan: Must include an overview of general recommendations for improving energy efficiency, including measures related to the following:
    a. Building envelope
    b. Heating and Cooling
    c. Central Domestic Hot Water
    d. Tenant Domestic Hot Water
    e. Lighting
    f. Existing Equipment and Replacements

6. Attachments: Must include at least the following:
    a. Copy of the auditor's current BPI certification
    b. Utility bill analysis or supporting utility consumption data
    c. Supporting calculations and assumptions used to develop savings estimates
    d. Photographs and other supporting documentation, as applicable

Submission Instructions

Applicants must submit a complete response addressing each of the items below. Responses should be concise and directly responsive to the requirements of this RFP. Applicants may submit a single response for both Capital Needs Assessments and Energy Audit Services or may apply for only one of the two service categories.

A. Cover Letter

The Cover Letter must include the following:

- Firm Name
- Business Address
- Primary contact name, title, telephone number and email address.

- Identification of the service(s) for which the applicant is submitting a response (Capital Needs Assessment Services, Energy Audit Services, or Both)
- A brief statement confirming the applicant's availability and interest in providing services through PHDC
- Name and signature of an authorized representative of the firm

B. Qualifications

Describe describing the firm's qualifications and experience relevant to the services requested. The narrative must include the following:

- Number of years the firm has provided CNAs, Energy Audits, and/or related building assessment services
- Description of the firm's experience with multifamily and affordable housing properties
- Description of the firm's experience assessing occupied and unoccupied properties
- Experience with properties receiving or applying for federal, state, and local housing subsidy, including HUD-assisted properties and Low-Income Housing Tax Credit properties
- For CNA applicants: Experience in the past three (3) years evaluating building systems, estimating capital needs, developing reserve-for-replacement analyses, and preparing 20-year capital needs projections
- For Energy Audit applicants: Experience in the past three (3) years evaluating building energy performance, identifying energy conservation measures, estimating implementation costs and savings, and identifying opportunities to incorporate energy efficiency improvements into rehabilitation projects.

C. Approach to Services

Briefly describe the proposed approach to completing assignments for PHDC. The response should address the approach for the following, as applicable:

- Reviewing available property information and prior assessments
- Conducting site inspections of different building typologies
- Selecting units for interior inspection
- Identifying immediate health, safety, and code-related deficiencies
- Distinguishing between short- and long-term capital needs
- Identifying and evaluating energy efficiency and other energy-related improvements
- Approach to coordinating with PHDC, property owners, property managers, and other project consultants

- Approach to working within occupied properties and minimizing disruption to residents
- Quality control procedures used to review and verify assessment findings and cost estimates

D. Proposed Project Team

Identify the individuals who would be responsible for performing the services described in this RFP. For each proposed team member, provide the following:

- Name and title
- Roles and responsibilities
- Years of relevant experience
- Relevant licenses or certifications

Applicants must also identify any subcontractors or specialty consultants that may be used to complete the work and describe their respective roles.

E. Sample Deliverable (Optional)

Provide one representative sample of a completed Capital Needs Assessment and/or Energy Assessment prepared by the proposed team. If a sample deliverable is provided, please include a cover page identifying which members of the proposed project team prepared the sample deliverable.

F. References

Provide a minimum of three (3) professional references from engagements completed within the past three (3) years for which the firm has provided CNA and/or Energy Audit services of comparable scope. References involving multifamily, affordable housing or HUD-assisted/Low-Income Housing Tax Credit properties are preferred. For each reference, provide the following:

- Client/organization name
- Contact name, title, telephone number and email address
- Property name, location, and unit count
- Brief description of services provided and dates of engagement
- Approximate contract value

G. Cost Proposal

Complete and submit "Attachment E: Cost Proposal Forms," which provides the format for submitting proposed fees and turnaround time for the services to be provided. At a minimum, the fee proposal should identify the following:

- Base fee for one Capital Needs Assessment and/or Energy Audit
- Description of any factors that would cause the proposed fee to increase such as building configuration, age of building(s), geographic location, or additional expenses or services outside the standard scope

Applicants who intend to provide both Capital Needs Assessment and Energy Audit services should submit a separate Cost Proposal Form for each service to be provided. PHDC may request a separate fee proposal for individual assignments or portfolios of properties once a vendor is selected.

H. Required Attachments

Applicants should provide the following documents as separate attachments to the proposal:

- Attachment A: Tax Clearance and Conflict of Interest Form: Complete and submit the Philadelphia Tax Status Certification and Conflict of Interest form. Respondents, upon request of PHDC, must provide further evidence satisfactory to PHDC that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual respondent, and, if applicable, respondent's firm, and neither is currently indebted to the City; will at any time during the term of the Agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

- Attachment B: Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Forms: Complete and submit the Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion forms.

- Attachment C: Campaign Contribution Disclosure Forms: Complete and submit the applicable campaign contribution disclosure forms.

- Attachment D: Insurance Certificates**:** Submit a certificate of insurance evidencing the required coverage as outlined in Attachment D with your response.

- Attachment E: Cost Proposal Forms**:** Complete and submit a cost proposal using the included form. Applicants who intend to provide both Capital Needs Assessment and Energy Audit services should submit a separate Cost Proposal Form for each service to be provided.

Required Submission Format

Responses should be organized in the order listed above and clearly labeled by section. Applicants should submit responses electronically.

Responses may be emailed to PHDCHousingFinance@phdc.phila.gov. Responses are due by December 11, 2026 at 5:00pm. Late submissions will not be accepted.

Applicant Questions

Applicants may submit written questions regarding this RFP to PHDCHousingFinance@phdc.phila.gov. Questions must be submitted by October 23, 2026 at 5:00pm with the subject line "Preservation Needs Assessment RFP – Applicant Question". Questions received after the deadline may not receive a response. PHDC will compile responses to questions received by the deadline and will issue written responses via the PHDC Funding Opportunities webpage. Applicants are responsible for reviewing all posted questions and responses prior to submitting a proposal.

Review Process

Responses will be reviewed and evaluated according to the following anticipated timeline:

Milestone	**Date**
RFP Release Date	10/13/2026
Deadline for Applicant Questions	10/23/2026
PHDC Responses to Applicant Questions	10/30/2026
Proposal Submission Deadline	12/11/2026
Award Notification	1/15/2027
Contract Execution	2/12/2027
Assessment Period	4/1/2027 – 12/1/2027

Selection Criteria

PHDC will consider many factors, including cost, when evaluating proposals submitted in response to this RFP. While cost is an important factor, it is not the sole, or necessarily the deciding factor. PHDC may choose to award the contract resulting from this RFP to an applicant whose proposal is the most advantageous to PHDC and in PHDC's best interest even if the applicant is not offering the lowest price.

PHDC will base its selection on criteria that may include, but are not limited to:

1. Superior ability or capacity to meet requirements of the proposed contract and needs of PHDC and those it serves.
2. Eligibility under Code provisions relating to campaign contributions.
3. Superior prior experience of the applicant and staff.
4. Superior quality, efficiency and fitness of proposed solution for PHDC.
5. Superior skill and reputation, including timeliness and demonstrable results.
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served.
7. Lower cost.
8. Administrative and operational efficiency, requiring less PHDC oversight and administration.
9. Anticipated long-term cost effectiveness.
10. Meets prequalification requirements.

CDBG-DR Requirements

The services procured through this RFP will be funded with Community Development Block Grant-Disaster Recovery (CDBG-DR) funds made available by the U.S. Department of Housing and Urban Development (HUD) and administered by PHDC. The resulting assessments are intended to support planning and analysis related to housing recovery, unmet housing needs, and/or mitigation and resiliency in Philadelphia. As CDBG-DR-funded planning activities, the assessments procured through this RFP must be consistent with the applicable CDBG-DR Public Action Plan and applicable HUD requirements. Procurement of vendors must follow PHDC procedures and be fully documented. Additionally, all procurement procedures must provide for open and free competition in accordance with 2 CFR Part 200.318-200.327 regarding financial and administrative management of federal grant funds. For additional information see Exhibit A below.

List of Attachments

The following documents, included as separate attachments to this RFP, are available on the PHDC Funding Opportunities webpage:

- Attachment A: Tax Clearance and Conflict of Interest Form
- Attachment B: Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Forms
- Attachment C: Campaign Contribution Disclosure Forms
- Attachment D: Insurance Certificates
- Attachment E: Cost Proposal Forms

Additional Information

A. Conflict of Interest

No employee, officer, board member, or agent of PHDC or the vendor shall participate in the selection, award, or administration of a contract supported by federal and/or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

B. No Guarantee of Work

Selection under this RFP does not guarantee any minimum volume of assignments. Individual assignments will be issued on an as-needed basis at PHDC's sole discretion.

C. Use and Distribution of Deliverables

All Capital Needs Assessments, Energy Audits, supporting analyses, data, photographs, calculations, and other deliverables prepared by vendors selected through this RFP may be used by PHDC, the City of Philadelphia, property owners receiving assessments and their authorized representatives, and other City or governmental agencies. PHDC and the City may also make completed deliverables available to lenders, funding partners, consultants, contractors, and other parties as reasonably necessary. Property owners receiving assessments through the Preservation Needs Assessment Program may use the

completed deliverables in connection with their own preservation planning, rehabilitation, financing, funding applications, and related activities.

D. Equal Opportunity

Title VI of the Civil Rights Act of 1964 and as amended in 1988, 42 U.S.C. §200d et seq., as amended, and the regulations issued pursuant thereto (24 CFR 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it , or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits. The PHDC does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, age, ancestry, or national origin in consideration of this award.

E. Events of Disqualification or Default

Subsequent to the selection of a respondent, and before execution of an Agreement for Professional Services between PHDC and the selected respondent (an "Agreement") PHDC may treat any of the following as an event of disqualification or default:

- Unilateral withdrawal by the selected respondent;
- Failure to proceed substantially in accordance with the response as submitted;
- Failure by the respondent for any reason whatsoever to timely execute the Agreement when tendered;
- Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the response, or subsequent thereto. For the purposes of this section, PHDC places particular importance on the information required by the Applicant's Philadelphia Tax Status Certification and Conflict of Interest Form and the Campaign Contribution Disclosure Forms; or
- Failure to provide in a timely manner the additional material required after selection throughout PHDC selection process.

Upon the happening of an event of disqualification or default by the selected respondent, PHDC shall have the right, at its election, to rescind its selection or declare null and void the Agreement that may already have been executed.

F. Reservation of Rights by PHDC

By submitting a Response in response to this RFP, an applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) PHDC may exercise in its sole discretion the following rights; and (iii) PHDC may exercise the following rights at any time and without notice to any applicant:

- to reject any and all Responses;
- to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- to cancel this RFP with or without issuing another RFP;
- to extend the time period for responding to this RFP;
- to solicit new Responses;
- to conduct personal interviews with any applicant to assess compliance with the selection criteria;
- to request additional material, clarification, confirmation or modification of any information in any and all Responses;
- to negotiate any aspect of a Response, including price;
- to terminate negotiations regarding any and all Responses at any time;
- to expressly waive any defect or technicality in any Responses;
- to rescind a selection prior to contract execution if the PHDC determines that the Response does not conform to the specifications of this RFP;
- to rescind a selection prior to contract execution if the PHDC determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of an applicant or Response was not in conformity with law or with the legal obligations of PHDC;
- in the event a contract is awarded, the successful applicant or applicants shall procure and maintain during the life of the contract all required insurance coverages in the amounts to be determined prior to the award of any contract;
- in the event a contract is awarded, all applicants agree to perform their services as an independent contractor and not as an employee or agent of the PHDC;
- in the event a contract is awarded with PHDC, all applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of PHDC; and
- each Applicant agrees to indemnify, protect and hold harmless PHDC from any and all losses, injuries, expenses, demands and claims against PHDC or the City sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's Response; (ii) the delivery by the applicant to the PHDC of any other documents or information; and (iii) any other conduct

undertaken by the applicant in furtherance of or in relation to the applicant's Response. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

PHDC is under no obligation whatsoever to any Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the PHDC to applicant. In no event shall PHDC be responsible for any cost, expense or fee incurred by or on behalf of applicant in connection with the RFP. Applicants shall be solely responsible for all such costs, expenses and fees.

Exhibit A: CDBG-DR Terms & Conditions

1. Environmental Regulatory Compliance

To the extent applicable, vendors must comply with HUD regulations found at 24 CFR Parts 50 & 58, implementing the National Environmental Policy Act ("NEPA"), 42 U.S.C. §4321 et seq., and other Federal environmental requirements.

2. Section 3 Requirements

To the extent applicable, vendors shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended ("Section 3"). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding $200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of $100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction.

3. The Copeland "Anti-Kickback" Act

If selected under this RFP, vendors shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable. If applicable, the vendor or subcontractor shall insert in any subcontracts such clauses as instructions require, and also a clause requiring the subcontractors to include such clauses in any lower tier subcontracts. The prime vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses may be grounds for termination of the contract, and for debarment as a vendor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Debarment and Suspension

If selected under this RFP, the resultant contract will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by PHDC. If it is later determined that the vendor did not comply with 2 C.F.R.

pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PHDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor shall further agree to include a provision requiring such compliance in its lower tier covered transactions. This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of the resultant contract.

5. Clean Air Act

If selected under this RFP, the vendor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The vendor shall agree to report each violation to PHDC and understands and agrees that PHDC will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. The vendor shall agree to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

6. Federal Water Pollution Control Act

If selected under this RFP, the vendor shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor shall agree to report each violation to PHDC and understands and agrees that PHDC will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. The vendor shall agree to include these requirements in each subcontract.

7. Energy Conservation

If selected under this RFP, the vendor shall agree to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq. This requirement extends to all third-party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

8. Byrd Anti-Lobbying Amendment

Vendors who apply or bid for an award of $100,000 or more shall file the required certification, per 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. 31 The vendor shall further agree to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.

9. Access to Records and Record Retention

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.336, applicable Federal and/or State Agency has the right to examine and inspect all records, documents, and papers, including contracts, related to any project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

- Record Retention: The vendor will retain and will require its subcontractors of all tiers to retain in compliance with 24 CFR 570.502(a)(7), complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- Retention Period: The vendor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- Access to Records: The vendor agrees to provide sufficient access to applicable Federal and/or State Agency and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and,

to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 USC 5325(g) and 2 CFR 200.336. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the applicable Federal Agency Secretary, Director, or Administrator or their authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or5317. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- Access to the Sites of Performance: The vendor agrees to permit applicable Federal and/or State Agency and its contractor's access to the sites of performance under this contract as reasonably may be required. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, PHDC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.